Effective March 16, 2020, Governor Greg Abbott authorized the temporary suspension of certain statutory provisions of the Texas Open Meetings Act. This meeting of the City Council of the City of Midland is being held pursuant to such authorization and will limit face-to-face interactions for the purpose of slowing the spread of the coronavirus (COVID-19).

CITY OF MIDLAND, TEXAS
AGENDA FOR CITY COUNCIL MEETING
April 27, 2021 - 10:00 AM
300 North Loraine
Midland, Texas
Council Chamber - City Hall

Videoconference Information
Please click this URL to join. https://zoom.us/j/98120300278?pwd=aTZZZXRVZWZvV3cxY2VLUzlleWVnZz09
Passcode: 355660
Or One tap mobile: +13462487799,,98120300278# US (Houston) +12532158782,,98120300278# US (Tacoma)
Or join by phone:
Dial(for higher quality, dial a number based on your current location):
US: +1 346 248 7799 or +1 253 215 8782 or +1 669 900 9128 or +1 646 558 8656 or +1 301 715 8592 or +1 312 626 6799
Webinar ID: 981 2030 0278
International numbers available: https://zoom.us/u/adTCysoCd5

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

OPENING ITEMS

1. Invocation – Pastor Dennis Hodge, Mount Moriah Disciples of Christ

2. Pledge of Allegiance

CONSENT AGENDA

3. MOTION APPROVING THE FOLLOWING MINUTES:

   3a. CITY COUNCIL BRIEFING MEETING OF APRIL 13, 2021

   3b. REGULAR CITY COUNCIL MEETING OF APRIL 13, 2021

4. 2021-047 – RESOLUTION AWARDING A CONTRACT FOR THE COMPASS – FORT WORTH AVENUE PAVING PROJECT TO CD KING CONSTRUCTION, DOING BUSINESS AS JD KING CONSTRUCTION, OF SEMINOLE, TEXAS, AT A TOTAL COST

OF $271,927.73; AND AUTHORIZING PAYMENT (GENERAL SERVICES)

5. 2021-048 – RESOLUTION AWARDING A CONTRACT FOR HEALTH BENEFIT CONSULTING SERVICES TO MCGRIFF INSURANCE SERVICES, INC. OF ADDISON, TEXAS, AT A TOTAL COST OF $150,000.00; AND AUTHORIZING PAYMENT (GENERAL SERVICES)

6. 2021-049 – RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH PARKHILL, SMITH & COOPER, INC., FOR THE DESIGN OF THE WATER AND SEWER REPLACEMENT ALONG FLORIDA AVENUE (GARDEN CITY HIGHWAY) BETWEEN BIG SPRING STREET AND IH-20 FOR THE UTILITIES DEPARTMENT FOR A COST OF $390,000.00; APPROVING $76,000.00 FOR CONTINGENCIES; AND APPROPRIATING FUNDS (GENERAL SERVICES)

7. 2021-050 – RESOLUTION AWARDING A CONTRACT FOR THE SUNGLO STREET PAVING BOND PROJECT TO REECE ALBERT, INC. OF MIDLAND, TEXAS, AT A TOTAL COST OF $1,285,572.60; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT (GENERAL SERVICES)

8. 2021-051 – RESOLUTION AWARDING A CONTRACT FOR THE SINCLAIR AVENUE MILL & INLAY PAVING BOND PROJECT TO JONES BROS. DIRT & PAVING CONTRACTORS, INC. OF ODESSA, TEXAS, AT A TOTAL COST OF $638,348.85; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT (GENERAL SERVICES)

9. 046-2021 – MOTION APPOINTING ROBERT PATRICK AS CITY MANAGER OF THE CITY OF MIDLAND; AND AUTHORIZING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT (CITY ATTORNEY)

10. 2021-052 – RESOLUTION OF THE CITY OF MIDLAND, TEXAS, FINDING THAT THE APPLICATION OF ONCOR ELECTRIC DELIVERY COMPANY, LLC (“ONCOR”) FOR APPROVAL TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; AUTHORIZING PARTICIPATION WITH STEERING COMMITTEE OF CITIES SERVED BY ONCOR; AUTHORIZING THE HIRING OF LEGAL COUNSEL AND CONSULTING SERVICES; FINDING THAT THE CITY’S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY ONCOR; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND AUTHORIZING AND DIRECTING THE CITY SECRETARY TO SEND COPIES OF THIS RESOLUTION TO ONCOR AND LEGAL COUNSEL (CITY MANAGER)

11. 2021-053 – RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO DIAMONDBACK E&P LLC (“OPERATOR”) TO DRILL FOUR OIL AND GAS WELLS LOCATED IN SECTION 24, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED 1,345 FEET NORTH OF BRIARWOOD AVENUE AND BETWEEN 1,684 FEET AND 1,775 FEET EAST OF AVALON DRIVE); AND PROVIDING THAT SAID PERMITS DO NOT REQUIRE A NEW ROAD REPAIR AGREEMENT BUT SHALL BE CONSOLIDATED UNDER AN EXISTING

ROAD REPAIR AGREEMENT (DEVELOPMENT SERVICES)

12. 2021-054 – RESOLUTION AUTHORIZING ADDITIONAL FUNDING IN THE AMOUNT OF $280,000.00 FOR THE CITY OF MIDLAND BUSINESS MICRO-GRANT ASSISTANCE PROGRAM (DEVELOPMENT SERVICES)

13. 047-2021 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE BETWEEN THE CITY OF MIDLAND AND TARGA PIPELINE MID-CONTINENT WESTEX L.L.C.; REGARDING CITY OWNED PROPERTY DESCRIBED AS SECTION 12, BLOCK 37, TOWNSHIP 3 SOUTH, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (UTILITIES)

14. 048-2021 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE BETWEEN THE CITY OF MIDLAND AND WPX ENERGY PERMIAN, LLC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTIONS 3, 6, 7 AND 12, BLOCK C-24, AND SECTION 26, BLOCK C-23, WINKLER AND LOVING COUNTIES, TEXAS (UTILITIES)

15. 049-2021 – MOTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF MIDLAND AND GREENWOOD ISD FOR THE DISCHARGE OF WASTEWATER INTO THE CITY OF MIDLAND WASTEWATER COLLECTION SYSTEM (UTILITIES)

16. 050-2021 – MOTION AUTHORIZING THE EXECUTION OF A MUNICIPAL WATER AGREEMENT WITH THE UNIVERSITY OF TEXAS SYSTEM BOARD OF REGENTS FOR THE CITY OF MIDLAND'S PURCHASE AND USE OF WATER PRODUCED FROM THE PAUL DAVIS WELL FIELD (UTILITIES)

SECOND READINGS

17. 10165 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR A 0.91-ACRE TRACT OF LAND OUT OF SECTION 5, BLOCK X, H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST LOOP 250 NORTH, APPROXIMATELY 966 FEET WEST OF NORTH MIDKIFF ROAD), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR AUTOMOBILE OR OTHER MOTORIZED VEHICLE SALES AND SERVICE; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES) (DEFERRED FROM MARCH 23, 2021) (FIRST READING HELD APRIL 13, 2021)

18. 10170 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE THE SOUTH 50 FEET OF THE NORTHWEST QUARTER AND THE NORTH 50 FEET OF THE SOUTHWEST QUARTER OF BLOCK 19, HOMESTEAD

ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF NORTH TERRELL STREET, APPROXIMATELY 143 FEET SOUTH OF EAST KANSAS AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES) (FIRST READING HELD APRIL 13, 2021)

19. 10171 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 8, BLOCK 4, REPLAT OF WINDWOOD PARK, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LR, LOCAL RETAIL DISTRICT TO 2F, TWO-FAMILY DWELLING (DUPLEX) DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH MAIN STREET AND ELM AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES) (FIRST READING HELD APRIL 13, 2021)

20. 10172 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR THE NORTH HALF OF LOT 11 AND ALL OF LOT 12, BLOCK 187, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF EAST FLORIDA AVENUE AND SOUTH BAIRD STREET), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES) (FIRST READING HELD APRIL 13, 2021)

PUBLIC HEARINGS

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

21. 10173 – AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 21.91-ACRE TRACT OF LAND OUT OF LOT 1, BLOCK 21, GRASSLAND ESTATES, SECTION 16, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED APPROXIMATELY 266 FEET EAST OF THE INTERSECTION OF HOMELAND DRIVE AND APPROXIMATELY 258 FEET EAST OF HOMESTEAD BOULEVARD); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY (DEVELOPMENT SERVICES)

22. 10174 – AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATION OF THE AREA INDICATED AS BEING A 21.91-ACRE TRACT OF LAND OUT OF LOT 1, BLOCK 21, GRASSLAND ESTATES, SECTION 16, MIDLAND COUNTY, TEXAS, AS AN

AE, AGRICULTURAL ESTATE DISTRICT; SAID TRACT BEING GENERALLY LOCATED APPROXIMATELY 266 FEET EAST OF THE INTERSECTION OF HOMELAND DRIVE AND APPROXIMATELY 258 FEET EAST OF HOMESTEAD BOULEVARD; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

23. 10175 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 9.53-ACRE TRACT OF LAND OUT OF LOT 1, BLOCK 4, FREELAND ADDITION, SECTION 6, CITY AND COUNTY OF MIDLAND, TEXAS, FROM AE, AGRICULTURAL ESTATE DISTRICT TO CE, COUNTRY ESTATE DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF EAST GOLF COURSE ROAD AND ELKINS ROAD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

24. 10176 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 1.494-ACRE TRACT OF LAND OUT OF THE WEST HALF OF TRACT 5, AND A 0.14-ACRE TRACT OF LAND OUT OF THE WEST HALF OF TRACT 6, LINDSAY ACRES ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MH, MANUFACTURED HOUSING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF MONTGOMERY AVENUE AND MORAN STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

25. 10177 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2, BLOCK 2, WALLACE HEIGHTS ADDITION, SECTION 9, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED ON THE SOUTH SIDE OF SINCLAIR AVENUE, APPROXIMATELY 290 FEET EAST OF NORTH LOOP 250 WEST); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

26. 10178 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 7 AND 8, BLOCK 5, GREENWOOD ADDITION, FIRST SECTION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO 2F, TWO-FAMILY DWELLING (DUPLEX) DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF SOUTH CALHOUN STREET AND EAST KENTUCKY AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS

($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

27. 10179 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE THE SOUTH 50 FEET OF THE NORTHWEST QUARTER (ALSO KNOWN AS LOT 10), BLOCK 4, HOMESTEAD ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF NORTH TERRELL STREET, APPROXIMATELY 150 FEET NORTH OF EAST KANSAS AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

28. 10180 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE THE NORTH 50 FEET OF LOT 2, BLOCK 11, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM C, COMMERCIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF NORTH FORT WORTH STREET, APPROXIMATELY 100 FEET NORTH OF EAST OHIO AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

29. 10181 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 5 AND 6, BLOCK 118, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LI, LIGHT INDUSTRIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH WEATHERFORD STREET, APPROXIMATELY 122 FEET SOUTH OF EAST WASHINGTON AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

30. 10182 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 3, BLOCK 14, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM C, COMMERCIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH TERRELL STREET AND EAST OHIO AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

31. 10183 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 6, BLOCK 44, MOODY ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF SOUTH LEE STREET AND EAST KENTUCKY AVENUE);

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

MISCELLANEOUS

32. 2021-055 – DISCUSSION AND CONSIDERATION OF ALL MATTERS INCIDENT AND RELATED TO APPROVING AND AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION, INCLUDING THE ADOPTION OF A RESOLUTION PERTAINING THERETO (FINANCE)

33. 10184 – AN ORDINANCE ADOPTING AN ACCESS MANAGEMENT POLICY AND AMENDING TITLE IX, "PUBLIC WAYS AND PROPERTY", CHAPTER 4, "SIDEWALKS, DRIVEWAYS AND CURBING", OF THE CITY CODE OF MIDLAND, TEXAS, SO AS TO REVISE THE SPECIFICATIONS CONTAINED THEREIN AND TO INCORPORATE THE ACCESS MANAGEMENT POLICY; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; ESTABLISHING AN EFFECTIVE DATE OF JUNE 1, 2021; AND ORDERING PUBLICATION (ENGINEERING SERVICES)

PUBLIC COMMENT

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

EXECUTIVE SESSION

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

    a. Section 551.087, Deliberate Economic Development Negotiations

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

Respectfully Submitted,

Robert Patrick
Interim City Manager

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

MIDLAND CITY COUNCIL
BRIEFING SESSION
MINUTES
April 13, 2021

The City Council convened in briefing session in the Council Chamber, City Hall, Midland, Texas, at 9:15 a.m., April 13, 2021.

Council Members present:	Patrick Payton, Spencer Robnett, Michael Trost, John Norman, Jack Ladd, Lori Blong
Council Members absent:	Scott Dufford
Staff members present:	Interim City Manager Robert Patrick, City Attorney John Ohnemiller, Assistant City Manager Morris Williams

The meeting was called to order at 9:22 a.m.

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

1. Receive a presentation from Dr. Eric Fritsch of the University of North Texas regarding his comprehensive review, evaluation and analysis of traffic stops conducted by the Midland Police Department during 2020.

   Dr. Eric Fritsch introduced himself and shared a PowerPoint presentation on the 2020 data. There were 13,156 traffic stops. He shared the breakdown of the stops based on ethnicity noting there is no valid measurement of the driving population. In this case, they used census data, but it isn't accurate for the driving population. Officers reported they knew the ethnicity of the person being stopped about 1% of the time. That number is generally consistent with the rest of the nation. He noted that racial profiling is an officer taking action based on a person's race. The second comparative is to look at outcomes noting there are four possible outcomes: verbal warning, citation issued, written warning, or arrest. He reviewed the percentage of each outcome for each race. A black motorist was more likely to receive a verbal warning than the rest of the population and was less likely to receive a citation. A Hispanic motorist was more likely to receive a citation than the rest of the population. He noted that all other numbers were consistent. The third analysis is for searches. Nine percent of the stops resulted in searches. A black motorist was searched 14% of the time versus the rest of the population that was searched around 8-9%. Drivers gave consent 2.2% of the time for searches. Probable cause was identified in 60% of the searches. Contraband was discovered in 59% of all searches and drugs were discovered

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in 64% of the searches. The national bench mark is around 30%, so Midland officers are identifying people who are likely to have contraband at twice the national average. The final analysis was for complaints. No complaints were filed in 2020 alleging an officer committed racial profiling.

Dr. Fritsch answered questions about probable cause noting that an officer must be able to articulate facts such as they smelled marijuana. He added that if the search results in arrest, it is up to a judge to determine if probable cause existed. He clarified that 75% of the stops were for moving violations such as speeding or failing to stop at a sign.

Council Member Norman noted that an awful lot of black people are getting pulled over for being such a small percentage of the population. In 2020, the Midland Police Department received no complaints but he felt like there were complaints. People feel like nothing will get done so they do not report. He is encouraging people to file a complaint so there is something on record. We need to differentiate between probable cause and actual facts, that is what they discuss with the police advisory committee.

All the business at hand having been completed, the meeting adjourned at 9:47 a.m.

PASSED AND APPROVED April 27, 2021.

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Patrick Payton, Mayor

ATTEST:

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Amy M. Turner, City Secretary

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MIDLAND CITY COUNCIL
MINUTES
April 13, 2021

The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:00 a.m., April 13, 2021.

Council Members present:	Patrick Payton, Spencer Robnett, Michael Trost, John Norman, Jack Ladd, Lori Blong
Council Members absent:	Scott Dufford
Staff members present:	City Attorney John Ohnemiller, Interim City Manager Robert Patrick, Assistant City Manager Morris Williams

The meeting was called to order at 10:01 a.m.

BOARDS AND COMMISSIONS

Mayor Payton announced that Boards and Commission appointments would be heard immediately following Executive Session.

Following Executive Session, Mayor Payton reconvened the meeting into Regular Session at 11:20 a.m. in the basement conference room with all members present except Council Member Dufford.

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

   Lori Blong moved to appoint Brad Bullock to the vacancy on the Midland Development Corporation; seconded by Spencer Robnett.

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

   Spencer Robnett moved to appoint Clint Williamson to the vacancy on the Citizens Development and Hotel/Motel Advisory Board; seconded by Jack Ladd.

   The motion passed by the following vote:
   AYE: Payton, Robnett, Norman, Ladd, Blong
   NAY: Trost

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ABSTAIN: None
ABSENT: Dufford

Lori Blong moved to appoint James Gerety to replace Matthew Wallace on the Zoning Board of Adjustments and Airport Zoning Board of Adjustments; seconded by Michael Trost.

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

Jack Ladd moved to appoint Elizabeth Haigler to the vacancy on the Midland-Odessa Urban Transit District Board; seconded by John Norman.

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

Jack Ladd moved to appoint Daniel Norwood to replace John Norman on the Midland-Odessa Urban Transit District Board; seconded by Lori Blong.

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

Spencer Robnett moved to reappoint E.J. Baldridge to serve another term on the Midland-Odessa Urban Transit District Board; seconded by Jack Ladd.

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

Lori Blong moved to reappoint Iris Foster to serve another term on the Midland-Odessa Urban Transit District Board; seconded by Spencer Robnett.

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

OPENING ITEMS

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2. Invocation

3. Pledge of Allegiance

CONSENT AGENDA

Spencer Robnett moved to approve the Consent Agenda items 4-17, excluding 7, 12, 15, 16; seconded by John Norman.

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

4. MOTION APPROVING THE FOLLOWING MINUTES:

   a. SPECIAL CITY COUNCIL MEETING OF MARCH 18, 2021

   b. SPECIAL CITY COUNCIL MEETING OF MARCH 19, 2021

   c. REGULAR CITY COUNCIL MEETING OF MARCH 23, 2021

5. 2021-037 – RESOLUTION AUTHORIZING THE EXECUTION OF TASK ORDER NUMBER 1 WITH PARKHILL, SMITH & COOPER, INC., DBA PARKHILL REGARDING THE WATER & WASTEWATER, SOLID WASTE AND VEHICLE SERVICES CONSTRUCTION PROJECT; SAID TASK ORDER TO BE IN THE AMOUNT OF $1,299,792.00 AND TO PROVIDE DESIGN, BUILDING, AND ARCHITECTURAL SERVICES; APPROVING $129,979.00 IN CONTINGENCIES; AND APPROPRIATING FUNDS FOR SAID TASK ORDER (GENERAL SERVICES)

6. 2021-038 – RESOLUTION AWARDING A CONTRACT FOR THE MIDLAND PARK MALL TRAFFIC IMPROVEMENTS PROJECT TO REECE ALBERT, INC. OF MIDLAND, TEXAS, AT A TOTAL COST OF $532,426.00; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT (GENERAL SERVICES)

8. 043-2021 – MOTION AUTHORIZING THE EXECUTION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH PARKHILL, FOR THE FOLLOWING PROJECT: ASSIST AIRPORT/CITY IN EVALUATION OF THE FEASIBILITY OF RELOCATING MIDLAND AIRPARK (MDD) TO MIDLAND INTERNATIONAL AIR & SPACE PORT (MAF) AND AUTHORIZING THE APPROPRIATION OF FUNDS FOR SAID PROJECT (AIRPORTS)

9. 044-2021 – MOTION APPROVING PLANS AND SPECIFICATIONS FOR THE MAF MULTI-FACILITY REHABILITATION PROJECT (900308) AT MIDLAND INTERNATIONAL AIR & SPACE PORT; SAID PLANS AND SPECIFICATIONS BEING ON FILE IN THE CITY SECRETARY'S OFFICE REFERENCED BY THE NUMBER AND DATE OF THIS

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MOTION AUTHORIZING THE INTERIM CITY MANAGER OR THE INTERIM CITY MANAGER'S DESIGNEE TO ADVERTISE FOR COMPETITIVE BIDS FOR SAID PROJECT PURSUANT TO THE STATUTES OF THE STATE OF TEXAS FOR ACCOMPLISHING THE WORK SET FORTH IN SAID PLANS AND SPECIFICATIONS (AIRPORTS)

10. 2021-040 – RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH MID-TEX OF MIDLAND, INC., IN THE AMOUNT OF $123,490.00 FOR THE GATE #6 ELEVATED WALKWAY INSTALLATION PROJECT AT MIDLAND INTERNATIONAL AIR & SPACE PORT; AND APPROPRIATING FUNDS FOR SAID PROJECT (AIRPORTS)

11. 2021-041 – RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS, IN SUPPORT OF THE HONORABLE UNITED STATES CONGRESSMAN AUGUST PFLUGER'S PARTICIPATION IN THE UNITED STATES HOUSE OF REPRESENTATIVES COMMUNITY PROJECT FUNDING PROCESS FOR THE U.S. FISCAL YEAR 2022 (CITY MANAGER)

13. 2021-042 – RESOLUTION APPROVING THE TRANSFER FROM PARSLEY ENERGY OPERATING, LLC ("OPERATOR") TO PIONEER NATURAL RESOURCES USA, INC. ("TRANSFEREE") OF ALL OF OPERATOR'S OIL AND GAS WELL PERMITS AND ROAD REPAIR AGREEMENTS ASSOCIATED WITH OPERATIONS LOCATED IN SECTIONS 1 AND 9, BLOCK X, H.P. HILLIARD SURVEY, AND SECTION 36, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (DEVELOPMENT SERVICES)

14. 2021-043 – RESOLUTION APPROVING PARSLEY ENERGY OPERATING, LLC'S, ASSIGNMENT OF TWO EXISTING RIGHT-OF-WAY LICENSES TO PIONEER NATURAL RESOURCES USA, INC. (REGARDING CITY-OWNED PROPERTY LOCATED IN SECTION 9, BLOCK X, H.P. HILLIARD SURVEY, MIDLAND COUNTY, TEXAS); AND RATIFYING AND APPROVING PREVIOUS ASSIGNMENTS MADE BY PREDECESSORS IN INTEREST TO SAID LICENSES (UTILITIES)

17. 045-2021 – MOTION AUTHORIZING THE EXECUTION OF A RIGHT-OF-WAY LICENSE BETWEEN THE CITY OF MIDLAND AND WPX ENERGY PERMIAN, LLC, REGARDING CITY-OWNED PROPERTY DESCRIBED AS SECTIONS 6 AND 7, BLOCK C-24, ABSTRACT A-1026 AND A-1027, LOVING COUNTY, TEXAS (UTILITIES)

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

7. 2021-039 – RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING, INC., FOR THE DESIGN AND CONSTRUCTION MANAGEMENT OF THE PLANT FARM POND RE-LINING AND PUMP STATION REPLACEMENT FOR THE UTILITIES DEPARTMENT FOR A COST OF $811,965.00; APPROVING $162,393.00 FOR CONTINGENCIES; AND APPROPRIATING FUNDS (GENERAL SERVICES)

Council Member Ladd asked for a quick report. Utilities Director Carl Craigo reported this

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is a new discharge permit for the new plant. We have to reline the plant farm ponds. During heavy flow events extra water can be pushed to the ponds and the water can then be retreated and sent back to the system. Council Member Ladd asked if that water could be sold. Mr. Craigo confirmed it could.

Jack Ladd moved to approve Resolution No. 2021-039; seconded by Spencer Robnett.

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

12. 031-2021 – MOTION AUTHORIZING THE EXECUTION OF A SPORTS AGREEMENT WITH THE GREATER MIDLAND FOOTBALL LEAGUE TO ADMINISTER PROGRAMS, SPECIAL EVENTS, AND SERVICES RELATED TO YOUTH FOOTBALL (COMMUNITY SERVICES) (DEFERRED FROM MARCH 23, 2021)

Council Member Norman is in favor of this item but wants to make sure that we look at the needs of all leagues across the City. He asked for another Council Member to join him. Council Members Robnett and Blong volunteered to help.

Council Member Robnett asked if everything is sorted out between the two leagues. Community Services Director Tina Jauz confirmed it was. Council Member Robnett noted that the school district is adding lights to some of their fields. The City has reported a shortage and thought someone could get in touch with the school district. Ms. Jauz added that she would also like to address using their facilities in addition to their fields.

John Norman moved to approve Motion No. 031-2021; seconded by Spencer Robnett.

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

15. 2021-044 – RESOLUTION ADOPTING A NEIGHBORHOOD TRAFFIC MANAGEMENT PROGRAM (ENGINEERING SERVICES)

Traffic Engineer Mike Pacelli answered questions about traffic calming devices noting that this item outlines the guidelines of how the City might participate and reviewed different options. He emphasized there is no funding component. The next item on the agenda is for traffic calming devices for the homeowners association and they will cover the costs.

Council Member Blong thanked staff for putting this program together and for offering a range of options. It is a good step in the right direction.

Council Member Ladd asked if speed bumps are an option. Mr. Pacelli noted that speed humps are prohibited with this program.

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Michael Trost moved to approve Resolution No. 2021-044; seconded by Spencer Robnett.

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

16. 2021-045 – RESOLUTION AUTHORIZING THE EXECUTION OF A PUBLIC IMPROVEMENT DONATION AGREEMENT WITH GRASSLAND ESTATES WEST HOMEOWNERS' ASSOCIATION FOR CERTAIN TRAFFIC CALMING IMPROVEMENTS TO HOMESTEAD BOULEVARD; AND APPROPRIATING FUNDS RECEIVED IN ACCORDANCE WITH SAID AGREEMENT (ENGINEERING SERVICES)

Spencer Robnett moved to approve Resolution No. 2021-045; seconded by Lori Blong.

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

Mayor Payton presented the Sojourner Truth Award to Shirley Howard on behalf of the National Association of Negro Business and Professional Women's Club.

SECOND READINGS

18. 10156 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 1,166-SQUARE FOOT PORTION OF LOT 1, BLOCK 27, ORIGINAL TOWN, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST OHIO AVENUE AND NORTH COLORADO STREET), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES) (FIRST READING HELD MARCH 23, 2021)

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10156.

Development Services Director Chuck Harrington reported the applicant has requested that the alcohol service start hour on Sunday be moved from 12:00 p.m. to 11:00 a.m. The applicant is present to answer questions.

Spencer Robnett moved to approve the second and final reading of Ordinance No. 10156 with the amendment to change alcohol service hours on Sunday beginning at 11:00 a.m.

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instead of noon; seconded by Lori Blong.

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

19. 10157 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 1,988-SQUARE FOOT PORTION OF LOTS 1 AND 2 AND THE EAST 23.5 FEET OF LOT 3, BLOCK 65, ORIGINAL TOWN, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST WALL STREET AND SOUTH LORAINE STREET), WHICH IS PRESENTLY ZONED CB, CENTRAL BUSINESS DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES) (FIRST READING HELD MARCH 23, 2021)

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10157.

Spencer Robnett moved to approve the second and final reading of Ordinance No. 10157; seconded by Jack Ladd.

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

20. 10158 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 1,881-SQUARE FOOT PORTION OF BLOCK 1, LESS THE 250-FOOT BY 150-FOOT NORTHWEST CORNER AND LESS THE 224-FOOT BY 150-FOOT SOUTHWEST CORNER, REPLAT OF BLOCKS 1 AND 2, IMPERIAL HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST WADLEY AVENUE, APPROXIMATELY 277 FEET EAST OF NORTH MIDKIFF ROAD), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES) (FIRST READING HELD MARCH 23, 2021)

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Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10158.

Lori Blong moved to approve the second and final reading of Ordinance No. 10158; seconded by Jack Ladd.

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

21. 10159 – AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 24.5578-ACRE TRACT OF LAND OUT OF SECTION 24, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED APPROXIMATELY 625 FEET NORTH OF BRIARWOOD AVENUE AND APPROXIMATELY 2,153 FEET EAST OF AVALON DRIVE); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY (DEVELOPMENT SERVICES) (FIRST READING HELD MARCH 23, 2021)

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10159.

Lori Blong moved to approve the second and final reading of Ordinance No. 10159; seconded by Jack Ladd.

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

22. 10160 – AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATION OF THE AREA INDICATED AS BEING A 24.5578-ACRE TRACT OF LAND OUT OF SECTION 24, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS, AS AN LR, LOCAL RETAIL DISTRICT; SAID TRACT BEING GENERALLY LOCATED APPROXIMATELY 625 FEET NORTH OF BRIARWOOD AVENUE AND APPROXIMATELY 2,153 FEET EAST OF AVALON DRIVE; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES) (FIRST READING HELD MARCH 23, 2021)

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10160.

Spencer Robnett moved to approve the second and final reading of Ordinance No. 10160; seconded by Lori Blong.

The motion passed by the following vote:
AYE: Payton, Robnett, Trost, Norman, Blong

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NAY: None
ABSTAIN: None
ABSENT: Dufford, Ladd

23. 10161 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR THE WEST 40 FEET OF LOT 5 AND ALL OF LOT 6, BLOCK 27, WEST END ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF WEST MISSOURI AVENUE AND SOUTH G STREET), BY PERMITTING A REDUCED MINIMUM SIDE YARD SETBACK ON THE WEST SIDE OF THE PROPERTY; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DEVELOPMENT SERVICES) (FIRST READING HELD MARCH 23, 2021)

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10161.

Spencer Robnett moved to approve the second and final reading of Ordinance No. 10161; seconded by Michael Trost.

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

24. 10162 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE THE MIDDLE 50 FEET OF THE NORTHEAST QUARTER OF BLOCK 74, ORIGINAL TOWN, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH JEFFERSON STREET, APPROXIMATELY 70 FEET SOUTH OF EAST WALL STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES) (FIRST READING HELD MARCH 23, 2021)

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10162.

Lori Blong moved to approve the second and final reading of Ordinance No. 10162; seconded by John Norman.

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

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25. 10163 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1C, BLOCK 33, NORTHGATE ADDITION, SECTION 26, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTH MIDLAND DRIVE AND BRIARWOOD AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES) (FIRST READING HELD MARCH 23, 2021)

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10163.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10163; seconded by Lori Blong.

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

26. 10164 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 4, AMARON ADDITION, SECTION 5, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A TRANSITION DISTRICT TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF WOLCOTT AVENUE AND RANKIN HIGHWAY); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES) (FIRST READING HELD MARCH 23, 2021)

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10164.

John Norman moved to approve the second and final reading of Ordinance No. 10164; seconded by Jack Ladd.

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

27. 10166 – AN ORDINANCE VACATING AND ABANDONING A 0.417-ACRE PORTION OF ALLEY RIGHT-OF-WAY LOCATED ADJACENT TO LOT 1, BLOCK 1, WITCHER ADDITION, AND LOTS 2 AND 3, BLOCK 1, WITCHER ADDITION, SECTION 2, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF NORDEN DRIVE, APPROXIMATELY 296 FEET NORTH OF BUSINESS INTERSTATE

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20); ADOPTING THE APPRAISAL BY THE INTERIM CITY MANAGER OF $54,489.00; AND ORDERING RECORDATION BY THE CITY SECRETARY (DEVELOPMENT SERVICES) (FIRST READING HELD MARCH 23, 2021)

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10166.

Spencer Robnett moved to approve the second and final reading of Ordinance No. 10166; seconded by Lori Blong.

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

28. 10167 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 4, BLOCK 39, GREENWOOD ADDITION, THIRD, FOURTH AND FIFTH SECTIONS, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH BENTON STREET, APPROXIMATELY 150 FEET SOUTH OF EAST PENNSYLVANIA AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES) (FIRST READING HELD MARCH 23, 2021)

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10167.

John Norman moved to approve the second and final reading of Ordinance No. 10167; seconded by Lori Blong.

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

29. 10168 – AN ORDINANCE CHANGING THE NAME OF THE PORTION OF EAST JAX AVENUE THAT IS ADJACENT TO LOT 11, BLOCK 1, LOTS 4 AND 5, BLOCK 4, AND BLOCK 5, BARBER-COLE ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, AND GENERALLY LOCATED BETWEEN NORTH FORT WORTH STREET AND NORTH TERRELL STREET, TO “KENAN AVENUE”; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; AND DIRECTING THE CITY SECRETARY TO SEND THE MIDLAND EMERGENCY COMMUNICATIONS DISTRICT A CERTIFIED COPY OF THIS ORDINANCE (ENGINEERING SERVICES) (FIRST READING HELD MARCH 23, 2021)

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10168.

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John Norman moved to approve the second and final reading of Ordinance No. 10168; seconded by Lori Blong.

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

30. 10169 – AN ORDINANCE ESTABLISHING INTERSECTION STOPS AT VARIOUS LOCATIONS WITHIN THE CITY OF MIDLAND, TEXAS; AUTHORIZING AND DIRECTING THE TRAFFIC ENGINEER TO INSTALL APPROPRIATE SIGNS AND MARKINGS AT THE DESIGNATED LOCATIONS; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO HUNDRED DOLLARS ($200.00); AND ORDERING PUBLICATION (ENGINEERING SERVICES) (FIRST READING HELD MARCH 23, 2021)

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10169.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10169; seconded by Lori Blong.

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

Council Member Trost noted that there has been no public comment for the past year and asked that it be reinstated.

PUBLIC HEARINGS

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

31. 10165 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR A 0.91-ACRE TRACT OF LAND OUT OF SECTION 5, BLOCK X, H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST LOOP 250 NORTH, APPROXIMATELY 966 FEET WEST OF NORTH MIDKIFF ROAD), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR AUTOMOBILE OR OTHER MOTORIZED VEHICLE SALES AND SERVICE; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES) (DEFERRED FROM MARCH 23, 2021)

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10165.

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Development Services Director Chuck Harrington gave a brief overview of the item noting there were two questions that needed to be addressed. The first was that the veterinarian next door has officially withdrawn his objection. The second question was relative to the sales and service of autos allowed in regional retail. He clarified that sales and service requires a Specific Use Designation.

Mr. Harrington noted that the super majority is no longer a requirement for approval. Council Member Blong asked if there was adequate parking and access. Mr. Harrington confirmed there was.

Mayor Payton opened the public hearing at 10:39 a.m.

Landon Torres, 10179 CR 75, reported he had a long conversation with the veterinarian and he was able to share his vision. He put his worries to rest. When asked if there was anyone else along the loop doing the same type of work, Mr. Torres confirmed there was not noting he was trying to get closer to his customers.

There being no one else wishing to speak, the public hearing was closed at 10:41 a.m.

Lori Blong moved to approve the second and final reading of Ordinance No. 10165; seconded by Michael Trost.

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

32. 10170 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE THE SOUTH 50 FEET OF THE NORTHWEST QUARTER AND THE NORTH 50 FEET OF THE SOUTHWEST QUARTER OF BLOCK 19, HOMESTEAD ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF NORTH TERRELL STREET, APPROXIMATELY 143 FEET SOUTH OF EAST KANSAS AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10170.

Mayor Payton opened the public hearing at 10:42 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Spencer Robnett moved to approve the first of two readings of Ordinance No.10170; seconded by Jack Ladd.

The motion passed by the following vote:
AYE: Payton, Robnett, Trost, Norman, Ladd, Blong
NAY: None

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ABSTAIN: None
ABSENT: Dufford

33. 10171 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 8, BLOCK 4, REPLAT OF WINDWOOD PARK, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LR, LOCAL RETAIL DISTRICT TO 2F, TWO-FAMILY DWELLING (DUPLEX) DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH MAIN STREET AND ELM AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10171.

Mayor Payton opened the public hearing at 10:43 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Lori Blong moved to approve the first of two readings of Ordinance No. 10171; seconded by John Norman.

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

34. 10172 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR THE NORTH HALF OF LOT 11 AND ALL OF LOT 12, BLOCK 187, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF EAST FLORIDA AVENUE AND SOUTH BAIRD STREET), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

Deputy City Secretary SueAnn Reyes read the caption of Ordinance No. 10172.

Mayor Payton opened the public hearing at 10:44 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Lori Blong moved to approve the first of two readings of Ordinance No. 10172; seconded by Michael Trost.

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

35. 2021-046 – RESOLUTION AUTHORIZING THE TEMPORARY USE OF LAND FOR POP-UP MARKETS ON LOT 12, BLOCK 26, AND A PREVIOUSLY-VACATED 0.032-ACRE PORTION OF WEST OHIO AVENUE RIGHT-OF-WAY, A 0.13-ACRE PORTION OF NORTH COLORADO STREET RIGHT-OF-WAY, AND A 0.22-ACRE PORTION OF WEST OHIO AVENUE RIGHT-OF-WAY, ALL ADJACENT TO LOT 12, BLOCK 26, AND ALL OUT OF ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED SOUTHEAST OF THE INTERSECTION OF NORTH COLORADO STREET AND WEST OHIO AVENUE) SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS (DEVELOPMENT SERVICES)

Development Services Director Chuck Harrington gave a brief overview of the item noting that in the past they operated a pop-up market on a trial basis. It has worked out well and they would like to expand. They will be allowed to operate them on Fridays, Saturdays or Sundays. Mr. Aguilar is present to answer any questions.

Mayor Payton opened the public hearing at 10:46 a.m. There being no one present wishing to speak, the public hearing was immediately closed.

Spencer Robnett moved to approve Resolution No. 2021-046; seconded by John Norman.

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

EXECUTIVE SESSION

Mayor Payton recessed the meeting to go to Executive Session at 10:47 a.m.

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

a. Section 551.074, Personnel Matters

a.1. Deliberate the employment, evaluation, and duties of the Interim City Manager

All the business at hand having been completed, the meeting adjourned at 11:38 a.m.

PASSED AND APPROVED April 27, 2021.

DRAFT

Patrick Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

DRAFT

City Council Meeting

Item Number: 4

Meeting Date: April 27, 2021

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AWARDING A CONTRACT FOR THE COMPASS – FORT WORTH AVENUE PAVING PROJECT TO CD KING CONSTRUCTION, DOING BUSINESS AS JD KING CONSTRUCTION, OF SEMINOLE, TEXAS, AT A TOTAL COST OF $271,927.73; AND AUTHORIZING PAYMENT (GENERAL SERVICES)

Purpose:

Approval of a resolution authorizing the execution of a contract for the COMPASS - Ft Worth Paving Project for the Engineering Division.

Recommended City Council Action:

Approve

Fiscal Impact:

Funds are available in Project 700289.

Discussion:

The Interim City Manager approved plans and specifications and authorized advertisement for bids for the COMPASS - Ft Worth Paving Project for the Engineering Services Department. Bid requests were issued to sixty-nine (69) contractors and we received five (5) bids. One (1) bid was deemed non-responsive. Staff recommends awarding the contract to CD King Construction, LLC dba JD King Corporation. Please see the attached memo from Matt Carr, City Engineer, for additional information.

Therefore, please consider a resolution awarding a contract to CD King Construction, LLC dba JD King Corporation of Seminole, Texas for the COMPASS - Ft Worth Paving Project for the Engineering Services Department in the amount of $271,927.73. Staff is also requesting an

additional $67,981.93 in contingences plus $25,000.00 for project related costs for a project total of $364,909.66.

Morris Williams Jr.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT FOR THE COMPASS – FORT WORTH AVENUE PAVING PROJECT TO CD KING CONSTRUCTION, DOING BUSINESS AS JD KING CONSTRUCTION, OF SEMINOLE, TEXAS, AT A TOTAL COST OF $271,927.73; AND AUTHORIZING PAYMENT

WHEREAS, the Interim City Manager approved the plans and specifications and advertised for competitive bids for the COMPASS – Fort Worth Avenue Paving Project (the "Project"); and

WHEREAS, Bid No. 21002563 was opened on March 31, 2021, with the lowest responsible bidder being CD King Construction, doing business as JD King Construction, of Seminole, Texas ("Contractor"), having submitted a bid of $271,927.73 as shown on the bid tabulation attached hereto as Exhibit "A" and incorporated herein for all legal purposes; and

WHEREAS, the total cost of the work to be completed, according to the previously advertised plans and specifications and the unit prices in Exhibit "A", shall not exceed $271,927.73; and

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

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

SECTION ONE. That the Mayor and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with Contractor for said Project at a total cost of $271,927.73, said contract being on file in the office of the City Secretary, referenced by the date and number of this resolution.

SECTION TWO. That the Interim City Manager is hereby authorized and directed to execute, on behalf of the City of Midland, change orders to said contract if (1) each change order involves a decrease or an increase of $50,000.00 or less and (2) the change orders, in total, do not increase the original contract price by more than 25 percent ($67,981.93).

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Contractor pursuant to the terms of said contract and change orders executed in accordance with this resolution in an amount not to exceed $339,909.66 from funds available in Project 700289 upon receipt of proper invoices or statements approved by the Interim City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2021, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, Interim City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

_____
Jose Ortiz, Engineering Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney



City of Midland
Engineering Services Dept

BID TAB

P18-08 - COMPASS Fort Worth Avenue

					CD King Construction			Jones Bros.			Salinas Construction Technologies			Permian Paving Inc.		
Base Bid			Quantity	Unit	Unit Price	Actual Bid	Total	Unit Price	Actual Bid	Total	Unit Price	Actual Bid	Total	Unit Price	Actual Bid	Total
Bid Item	Pay Note	Description														
1	M1	Mobilization	2	MO	$15,208.63	$30,417.26	$30,417.26	$82,500.00	$165,000.00	$165,000.00	$70,057.29	$140,114.58	$140,114.58	$7,500.00	$15,000.00	$15,000.00
2	M2	Erosion/Sediment Control	2	MO	$2,543.23	$5,086.46	$5,086.46	$5,600.00	$11,200.00	$11,200.00	$6,205.88	$12,411.76	$12,411.76	$3,000.00	$6,000.00	$6,000.00
3	M3	Traffic Control	2	MO	$1,318.60	$2,637.20	$2,637.20	$8,625.00	$17,250.00	$17,250.00	$1,621.45	$3,242.90	$3,242.90	$3,000.00	$6,000.00	$6,000.00
4	M4	Job Site Safety	2	MO	$1,214.72	$2,429.44	$2,429.44	$5,150.00	$10,300.00	$10,300.00	$2,607.26	$5,214.52	$5,214.52	$2,000.00	$4,000.00	$4,000.00
5	M5	Material Mark-up	N/A	%	15%	N/A	N/A	75%	N/A	N/A	30%	N/A	N/A	25%	N/A	N/A
6	M6	Labor Mark-up	N/A	%	15%	N/A	N/A	65%	N/A	N/A	30%	N/A	N/A	20%	N/A	N/A
7	M7	Equipment Rental Mark-up	N/A	%	15%	N/A	N/A	125%	N/A	N/A	30%	N/A	N/A	0%	N/A	N/A
1	D1	Sawcutting	180	LF	$7.71	$1,387.80	$1,387.80	$4.90	$882.00	$882.00	$24.30	$4,374.00	$4,374.00	$16.00	$2,880.00	$2,880.00
2	D2	Removal & Disposal of Eixsting Unclassified Pavement	2300	SY	$1.78	$4,094.00	$4,094.00	$14.25	$32,775.00	$32,775.00	$38.12	$87,676.00	$87,676.00	$11.00	$25,300.00	$25,300.00
3	D3	Removal & Disposal of Existing Miscellaneous Concrete	90	SY	$43.19	$3,887.10	$3,887.10	$70.24	$6,321.60	$6,321.60	$197.02	$17,731.80	$17,731.80	$54.00	$4,860.00	$4,860.00
4	D4	Removal & Disposal of Existing Fence and Gate	20	LF	$339.69	$6,793.80	$6,793.80	$600.00	$12,000.00	$12,000.00	$27.97	$559.40	$559.40	$26.00	$520.00	$520.00
1	P1	Subgrade Preparation (Depth ≤ 8")	2900	SY	$6.68	$19,372.00	$19,372.00	$4.75	$13,775.00	$13,775.00	$8.10	$23,490.00	$23,490.00	$16.00	$35,200.00	$46,400.00
2	P2	6" Continously Reinforced Conrete Flatwork	160	SY	$108.28	$17,324.80	$17,324.80	$109.25	$17,480.00	$17,480.00	$233.79	$37,406.40	$37,406.40	$96.44	$15,430.30	$15,430.40
3	P3	2" Type D HMAC Asphalt Pavement Surface Course	336	TON	$122.42	$41,133.12	$41,133.12	$180.00	$60,480.00	$60,480.00	$214.50	$72,072.00	$72,072.00	$238.50	$80,136.00	$80,136.00
4	P4	8" Flexible Base	2900	SY	$7.99	$23,171.00	$23,171.00	$22.79	$66,091.00	$66,091.00	$21.01	$60,929.00	$60,929.00	$18.00	$52,200.00	$52,200.00
5	P5	Bituminous Prime Coat	580	GAL	$4.99	$2,894.20	$2,894.20	$10.34	$5,997.20	$5,997.20	$8.93	$5,179.40	$5,179.40	$14.00	$8,120.00	$8,120.00
6	P6	6" Concrete Fillet	120	SY	$119.99	$14,398.80	$14,398.80	$109.25	$13,110.00	$13,110.00	$244.33	$29,319.60	$29,319.60	$99.91	$11,989.20	$11,989.20
7	P7	6" Valley Gutter (W = 10')	160	SY	$70.77	$11,323.20	$11,323.20	$109.25	$17,480.00	$17,480.00	$194.06	$31,049.60	$31,049.60	$96.44	$15,430.00	$15,430.40
8	P8	6" Concrete Alley Approach	130	SY	$88.92	$11,559.60	$11,559.60	$102.35	$13,305.50	$13,305.50	$229.68	$29,858.40	$29,858.40	$98.45	$12,798.50	$12,798.50
9	P9	6" Residential Concrete Driveway Approach	60	SY	$107.11	$6,426.60	$6,426.60	$102.35	$6,141.00	$6,141.00	$256.94	$15,416.40	$15,416.40	$113.88	$6,829.80	$6,832.80
10	P10	6" Commercial Concrete Driveway Approach	11	SY	$174.78	$1,922.58	$1,922.58	$102.35	$1,125.85	$1,125.85	$630.55	$6,936.05	$6,936.05	$113.88	$1,252.68	$1,252.68
11	P11	Type A Concrete Curb & Gutter	780	LF	$29.18	$22,760.40	$22,760.40	$28.75	$22,425.00	$22,425.00	$94.34	$73,585.20	$73,585.20	$28.00	$21,840.00	$21,840.00
12	P12	Concrete Pedestrian Access Ramps	130	SY	$125.13	$16,266.90	$16,266.90	$136.85	$17,790.50	$17,790.50	$365.10	$47,463.00	$47,463.00	$185.16	$24,070.80	$24,070.80
13	P13	4" Concrete Sidewalk	450	SY	$33.52	$15,084.00	$15,084.00	$86.25	$38,812.50	$38,812.50	$94.40	$42,480.00	$42,480.00	$89.72	$40,374.00	$40,374.00
14	P14	Manhole Ring & Cover Adjustment	4	EA	$1,185.05	$4,740.20	$4,740.20	$1,725.00	$6,900.00	$6,900.00	$2,023.02	$8,092.08	$8,092.08	$600.00	$2,400.00	$2,400.00
15	P15	Water Valve Box Ring & Cover Adjustment	5	EA	$1,094.11	$5,470.55	$5,470.55	$575.00	$2,875.00	$2,875.00	$1,511.59	$7,557.95	$7,557.95	$500.00	$2,500.00	$2,500.00
16	P16	Meter Box Adjustment	2	EA	$673.36	$1,346.72	$1,346.72	$3,250.00	$6,500.00	$6,500.00	$1,259.50	$2,519.00	$2,519.00	$400.00	$800.00	$800.00
			TOTAL BASE BID			$308,039.93	$271,927.73		$566,017.15	$566,017.15		$764,679.04	$764,679.04		$395,930.48	$407,134.78
							$36,112.20			$0.00			$0.00			-$11,204.30

INTEROFFICE MEMORANDUM

TO: Erika Martinez; Purchasing Manager

FROM: Matt C. Carr, P.E.; City Engineer

SUBJECT: Support Memo – COMPASS - Fort Worth Paving Project ♦ Eng. Project No. P18-08

COUNCIL MEETING DATE: April 27, 2021

Engineer staff has reviewed the bid tabulation for the COMPASS - Ft Worth Paving Project. CD King Construction (dba JD King Corporation) of Seminole is the apparent successful low bidder. Staff recommends awarding the paving contract to CD King Construction.

CD King Construction has an established history with other cities and developers of performing work of similar scale and scope to the subject project. Furthermore, the unit prices appear to be in line with current pricing trends.

Funding language (from Mark Mason): $364,910 is available in Project 700289 - *2020-2021 CDBG Block Grant Program* Street Improvement Program for the COMPASS – Fort Worth Paving Project.

The apparent successful bidder was selected based on the base bid amount of **$271,927.73** as outlined in the bidding documents. In addition, we would like to request that a 25% contingency in the amount of **$67,981.93** be allowed for value added changes to the project during construction and **$25,000.00** for project related costs incurred by the City to facilitate the contract (i.e. TDLR inspections, material testing services, etc.). The total amount made **available** for the project would be **$364,909.66**.

The agreement specifies a construction period beginning within 15 calendar days of a written notice to proceed for construction. Let me know if you have any questions.

Matt C. Carr, P.E.
City Engineer

Cc: Jose Ortiz
Regina Stephenson
Isaac Garnett



City of Midland
Engineering Services Dept

B I D T A B

P18-08 - COMPASS Fort Worth Avenue

					CD King Construction			Jones Bros.			Salinas Construction Technologies			Permian Paving Inc.		
Base Bid			Quantity	Unit	Unit Price	Actual Bid	Total	Unit Price	Actual Bid	Total	Unit Price	Actual Bid	Total	Unit Price	Actual Bid	Total
Bid Item	Pay Note	Description														
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3	M3	Traffic Control	2	MO	$1,318.60	$2,637.20	$2,637.20	$8,625.00	$17,250.00	$17,250.00	$1,621.45	$3,242.90	$3,242.90	$3,000.00	$6,000.00	$6,000.00
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5	M5	Material Mark-up	N/A	%	15%	N/A	N/A	75%	N/A	N/A	30%	N/A	N/A	25%	N/A	N/A
6	M6	Labor Mark-up	N/A	%	15%	N/A	N/A	65%	N/A	N/A	30%	N/A	N/A	20%	N/A	N/A
7	M7	Equipment Rental Mark-up	N/A	%	15%	N/A	N/A	125%	N/A	N/A	30%	N/A	N/A	0%	N/A	N/A
1	D1	Sawcutting	180	LF	$7.71	$1,387.80	$1,387.80	$4.90	$882.00	$882.00	$24.30	$4,374.00	$4,374.00	$16.00	$2,880.00	$2,880.00
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4	P4	8" Flexible Base	2900	SY	$7.99	$23,171.00	$23,171.00	$22.79	$66,091.00	$66,091.00	$21.01	$60,929.00	$60,929.00	$18.00	$52,200.00	$52,200.00
5	P5	Bituminous Prime Coat	580	GAL	$4.99	$2,894.20	$2,894.20	$10.34	$5,997.20	$5,997.20	$8.93	$5,179.40	$5,179.40	$14.00	$8,120.00	$8,120.00
6	P6	6" Concrete Fillet	120	SY	$119.99	$14,398.80	$14,398.80	$109.25	$13,110.00	$13,110.00	$244.33	$29,319.60	$29,319.60	$99.91	$11,989.20	$11,989.20
7	P7	6" Valley Gutter (W = 10')	160	SY	$70.77	$11,323.20	$11,323.20	$109.25	$17,480.00	$17,480.00	$194.06	$31,049.60	$31,049.60	$96.44	$15,430.00	$15,430.40
8	P8	6" Concrete Alley Approach	130	SY	$88.92	$11,559.60	$11,559.60	$102.35	$13,305.50	$13,305.50	$229.68	$29,858.40	$29,858.40	$98.45	$12,798.50	$12,798.50
9	P9	6" Residential Concrete Driveway Approach	60	SY	$107.11	$6,426.60	$6,426.60	$102.35	$6,141.00	$6,141.00	$256.94	$15,416.40	$15,416.40	$113.88	$6,829.80	$6,832.80
10	P10	6" Commercial Concrete Driveway Approach	11	SY	$174.78	$1,922.58	$1,922.58	$102.35	$1,125.85	$1,125.85	$630.55	$6,936.05	$6,936.05	$113.88	$1,252.68	$1,252.68
11	P11	Type A Concrete Curb & Gutter	780	LF	$29.18	$22,760.40	$22,760.40	$28.75	$22,425.00	$22,425.00	$94.34	$73,585.20	$73,585.20	$28.00	$21,840.00	$21,840.00
12	P12	Concrete Pedestrian Access Ramps	130	SY	$125.13	$16,266.90	$16,266.90	$136.85	$17,790.50	$17,790.50	$365.10	$47,463.00	$47,463.00	$185.16	$24,070.80	$24,070.80
13	P13	4" Concrete Sidewalk	450	SY	$33.52	$15,084.00	$15,084.00	$86.25	$38,812.50	$38,812.50	$94.40	$42,480.00	$42,480.00	$89.72	$40,374.00	$40,374.00
14	P14	Manhole Ring & Cover Adjustment	4	EA	$1,185.05	$4,740.20	$4,740.20	$1,725.00	$6,900.00	$6,900.00	$2,023.02	$8,092.08	$8,092.08	$600.00	$2,400.00	$2,400.00
15	P15	Water Valve Box Ring & Cover Adjustment	5	EA	$1,094.11	$5,470.55	$5,470.55	$575.00	$2,875.00	$2,875.00	$1,511.59	$7,557.95	$7,557.95	$500.00	$2,500.00	$2,500.00
16	P16	Meter Box Adjustment	2	EA	$673.36	$1,346.72	$1,346.72	$3,250.00	$6,500.00	$6,500.00	$1,259.50	$2,519.00	$2,519.00	$400.00	$800.00	$800.00
			TOTAL BASE BID			$308,039.93	$271,927.73		$566,017.15	$566,017.15		$764,679.04	$764,679.04		$395,930.48	$407,134.78
							$36,112.20			$0.00			$0.00			-$11,204.30

MIDLAND
Engineering Services

SPECIFICATIONS

Project Name: COMPASS – Fort Worth Avenue
Project Number: P18-08

MAYOR

Patrick Payton

COUNCIL MEMBERS

District 1	Scott Dufford	District 3	Jack Ladd
District 2	John Norman	District 4	Lori Blong
At-Large	Spencer Robnett	At Large	Michael Trost

CITY ENGINEER

Matt C. Carr, P.E.

STATE OF TEXAS
MATT C. CARR
71153
LICENSED
PROFESSIONAL ENGINEER

Matt Carr, P.E.
3/2/21

Prepared by City of Midland, Texas
Engineering Services Division

February 2021

NOTICE TO BIDDERS

ATTENTION: Due to the Coronavirus (COVID-19) pandemic, all bidders are encouraged to mail bid packets to one of the addresses below rather than delivering them in person in the interests of maintaining social distancing:

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

If bid packets are delivered in person then bidders must drop the bid packets off at the first-floor front desk of City Hall before the bid opening deadline, and social distancing measures will be maintained for the health of all parties involved.

Sealed proposals, addressed to the Mayor and City Council of the City of Midland, Texas, for the furnishing of materials and labor together with other miscellaneous and appurtenant work will be received at the office of the City Secretary, City Hall, Midland, Texas, until 2:00 p.m. on the 31st day of _March_, 2021, and publicly opened and read aloud at that time.

ATTENTION: The public bid opening will be in the City Council Meeting Chambers in order to enable social distancing by the attendees due to COVID-19. Attendees must wear masks while they are inside City Hall.

http://www.midlandtexas.gov/600/Watch-Council-Meetings

The Proposed Work provides for the furnishing of materials and labor for __COMPASS – Fort Worth Avenue_____ together with other miscellaneous and appurtenant work.

ATTENTION: A NON-MANDATORY PRE-BID MEETING TELECONFERENCE will be held at 3:00 p.m. on _Wednesday_, _March 24th, 2021. There will be no in-person pre-bid meeting due to COVID-19.

TELECONFERENCE CALL IN NUMBER: (866) 528-2256
ACCESS CODE: 4450719

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

jperez@midlandtexas.gov & mcarr@midlandtexas.gov

The deadline for submitting additional questions after the Non-Mandatory Pre-Bid Meeting Teleconference is Noon on Friday, March 26, 2021. Questions submitted before the Noon deadline will be included in the Addendum that will go out that same day along with all discussion items, questions, answers, and any new information resulting from the Non-Mandatory Pre-Bid Meeting Teleconference. Questions submitted after the Noon deadline will not receive any additional information and will instead only be directed to the information already provided.

Bids will be received on a unit price basis.

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

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

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

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

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

WAIVER OF ATTORNEY FEES

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

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

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

WAIVER

BIDDER’S WAIVER:

BY SUBMITTING A BID, THE BIDDER AGREES TO WAIVE AND DOES HEREBY VOLUNTARILY AND INTENTIONALLY WAIVE, ABANDON AND RELINQUISH ANY CLAIM THE BIDDER HAS OR MAY HAVE IN THE FUTURE AGAINST

THE CITY OF MIDLAND, TEXAS, AND THE CITY'S EMPLOYEES, AGENTS AND OFFICERS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE FOLLOWING:

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

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

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

4. **AWARD OF THE CONTRACT**

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

City of Midland

Amy Turner
City Secretary

Form Revised March 2021

INSTRUCTION AND INFORMATION FOR BIDDERS

1. LOCATION AND EXTENT OF WORK

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

The location and details for the construction and related work are shown upon a set of drawings dated February 26, 2021 and numbered from C-100(1) through C-403(9) inclusive. These drawings and plans, together with the specifications, form a part of the Contract. Where figures are shown on the drawings, they shall take precedence over scaled distances and dimensions.

2. TIME AND PLACE OF RECEIVING BIDS

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

3. PREPARATION OF BID FORM

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

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

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

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

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

4. EXAMINATION OF SITE, DRAWINGS, ETC

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

5. WITHDRAWAL OF BIDS

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

6. AGREEMENT AND BONDS

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

7. INTERPRETATION OF PLANS AND DOCUMENTS

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

8. BIDDERS INTERESTED IN MORE THAN ONE BID

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

9. AWARD OF CONTRACT

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

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

10. OPENING OF BIDS

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

11. COMPARISON OF BIDS

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

12. BID GUARANTY

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

13. CONTRACT DOCUMENTS

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

14. TIME ELEMENT

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

15. PAYMENTS

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

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

Revised April 2010

NOTICE TO BIDDERS

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

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

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

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

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

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

IMPORTANT NOTICE

Conflict Of Interest Reporting Requirements

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

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

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

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

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

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

CD King Construction LLC.

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

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

Chad King or Josie King

Name of Officer

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

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

N/A

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

7 Signature of vendor doing business with the governmental entity — Date: 3/30/21

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

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

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

CITY OF MIDLAND

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

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

(1) the lowest bidder; or

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

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

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

N/A

Complete all areas below. Incomplete affidavits may be rejected.

Local Business Name: _____

Local Address (must be within the City limits): _____

1. Is the above address the principal place of business for the business named above? ☐ Yes ☐ No
2. How many residents of the City of Midland are employed at the above business location? _____
3. Year your business was established in the City of Midland: _____
4. If you collect sales tax for ANY class of customer, provide the following Reseller information:

   Reseller Permit Number: _____

   Company Name and Address (as it appears on permit):

   _____

   _____

   _____

5. Does your business have more than one office in the State of Texas? ☐ Yes ☐ No
   If Yes, identify the office location considered as the point-of sale for the purpose of sales tax calculation:

   _____

   _____

6. Was the local business required to pay business and/or real property tax for the most recent tax year?

   ☐ Yes ☐ No

   If Yes, did the local business pay any of this tax to the City of Midland? ☐ Yes ☐ No

Under penalty of perjury, the undersigned states that the foregoing statements are true and correct. It is further acknowledged that any person, firm, corporation or entity intentionally submitting false information to the City in an attempt to qualify for eligibility shall be prohibited from bidding on City of Midland products and services for a period of one (1) year.

Authorized Signature: _____ Date: _____

Printed Name and Title: _____

TECHNICAL SPECIFICATIONS

FOR: COMPASS – Fort Worth Avenue

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

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

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

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

GENERAL CONDITIONS AND PROVISIONS

1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. CONFLICT OF PROVISIONS

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

3. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

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

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

4. TIME ELEMENT

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

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

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

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

5. PAYMENT TO CONTRACTOR

ESTIMATED QUANTITIES:

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

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

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

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

PAYMENT; RETAINAGE:

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

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

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

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

FINAL COMPLETION AND ACCEPTANCE:

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

FINAL PAYMENT:

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

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

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

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

(b) For defective work not remedied.

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

7. CERTIFICATE OF PAYMENT

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

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

8. EXTRA, ADDITIONAL OR OMITTED WORK PAYMENT

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

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

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

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

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

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

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

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

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

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

9. ASSIGNMENT OF CONTRACT

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

10. SUBCONTRACTORS

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

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

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

11. SUSPENSION OF WORK

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

12. RIGHT OF OWNER TO TERMINATE CONTRACT

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

13. RIGHT OF CONTRACTOR TO TERMINATE CONTRACT

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

14. INCIDENTAL WORK

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

15. PERMITS – COMPLIANCE WITH LAW

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

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

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

16. INSPECTION BY OWNER

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

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

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

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

17. PATENTS

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

18. MUTUAL RESPONSIBILITY OF CONTRACTORS

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

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

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

19. NOTICE AND SERVICE THEREOF

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

20. QUALITY OF MATERIALS AND WORKMANSHIP

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

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

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

21. SPECIAL METHODS

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

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

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

23. COVERING WORK

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

24. UNFAVORABLE WEATHER

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

25. ALL WORK SUBJECT TO FINAL INSPECTION

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

26. PUBLIC CONVENIENCE

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

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

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

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

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

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

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

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

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

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

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

27. TRAFFIC CONTROL

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

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

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

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

28. PROTECTION OF NEW WORK

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

29. MONUMENTS OR STAKES

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

30. USE OF COMPLETED PORTIONS

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

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

31. USE OF PREMISES

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

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

32. SAFETY RESTRICTIONS

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

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

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

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

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

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

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

33. INSURANCE REQUIREMENTS AND WORKERS COMPENSATION

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

34. INDEMNIFICATION

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

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

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

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

35. RELEASE

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

36. INDEPENDENT CONTRACTOR

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

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

37. QUALIFICATIONS FOR EMPLOYMENT

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

38. PAYROLLS OF CONTRACTOR AND SUBCONTRACTORS

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

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

39. POSTING WAGE RATES

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

40. PAYMENT OF EMPLOYEES

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

41. WAGE UNDERPAYMENT AND ADJUSTMENTS

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

42. COMPUTATION OF WAGES ON 8 – HOUR DAY

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

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

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

43. OVERTIME WORK AND WORK ON SUNDAYS AND LEGAL HOLIDAYS

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

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

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

44. CONTRACT SECURITY

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

45. DELAYS

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

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

LATE COMPLETION; LIQUIDATED DAMAGES:

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

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

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

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

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

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

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

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

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

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

46. ERRORS AND OMISSIONS

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

47. SPECIFICATIONS AND DRAWINGS

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

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

48. CONSTRUCTION STAKING

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

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

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

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

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

49. SANITATION

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

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

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

50. WATER FOR CONSTRUCTION

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

51. SEQUENCE AND SPEED OF WORK

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

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

52. INSPECTION AND TESTING OF MATERIAL

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

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

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

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

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

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

53. CONSTRUCTION SCHEDULE

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

54. PROFILES AND ELEVATIONS

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

55. CLEANUP

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

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

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

56. GUARANTEE

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

57. WAIVER OF ATTORNEY FEES:

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

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

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

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

58. GOVERNING LAW AND VENUE

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

59. SOVEREIGN IMMUNITY

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

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

60. NO THIRD – PARTY BENEFICIARY

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

61. NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES

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

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

62. ASSIGNMENT

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

63. FEDERAL WAGE REQUIREMENTS

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

64. PROMPT PAY ACT

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

Updated September 2014

SPECIAL PROVISIONS

ATTENTION: All Bidders are directed to pay special attention to the NOTICE TO BIDDERS section of the bid packet. The Coronavirus (COVID-19) pandemic has resulted in several changes to the City of Midland's normal bid process, and bidders have sole responsibility for complying with the current bid process requirements. Bidders also have sole responsibility for verifying that any bid submitted is completed correctly and includes all of the required documentation, including addendums.

*****************IMPORTANT SPECIAL NOTICE TO CONTRACTOR******************

1. PROJECT FUNDING

If awarded the contract, COMPASS – Fort Worth Avenue, is being paid for through a Development Services – Community Development Department administered program on behalf of the City of Midland for being the recipients of HUD Community Development Block Grant Funds. As such, the Davis-Bacon Wage Rates, certified payroll forms and random on-site personnel interviews will apply to this portion of the work.

******************IMPORTANT SPECIAL NOTICE TO CONTRACTOR******************

2. SCOPE OF WORK:

Included in this Project will be _ COMPASS – Fort Worth Avenue _ to be performed as outlined in the Plans and Specifications, which are necessary to satisfactorily complete the work.

The project will include the removal, replacement, and installation of existing and proposed paving and concrete structures and appurtenances including all necessary mobilization, saw-cutting, pavement removal, milling, excavation, backfill, compaction, form work, pavement placement, inlay, sidewalk placement, joint sealing, as well as erosion control, traffic control, stabilization, utility cover adjustments, coordination with City of Midland staff and organizations such as TxDOT, OSHA, franchise utilities, etc. as needed, One Call (Texas 811) notifications for pending work, notifications to adjacent property owners as directed by City of Midland staff, and all other work to be performed as outlined in the Construction Drawings and Specifications, to satisfactorily complete the work.

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

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

3. ORDER OF PRECEDENCE:

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

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

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

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

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

4. EXAMINATION OF SITE:

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

5. PAYMENT:

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

Payment will be made for material installed, not for material delivery.

6. SAFETY REQUIREMENTS:

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

7. SAFETY RESTRICTIONS – WORK NEAR HIGH VOLTAGE LINES:

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

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

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

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

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

the line. The notifying department shall maintain an accurate log of all such calls to the Power Company, and shall record action taken in each case.

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

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

8. TRAFFIC CONTROL:

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

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

1. All temporary traffic control shall be in general conformance with the *Texas Manual on Uniform Traffic Control Devices* (TMUTCD) (latest edition as adopted by the Texas Department of Transportation), except as specifically directed by the City Engineer or City Traffic Engineer.
2. All temporary traffic control shall be designed, installed, and maintained by competent and qualified personnel with adequate experience in traffic control.
3. All temporary traffic control involving multiple lane closures or traffic shifts, full closures of collector or arterial streets, traffic control extending through a railroad crossing, or any setup reasonably determined by the City to be "complex", shall be implemented only by a contractor with specific experience and expertise in the field of traffic control (i.e., a qualified "barricade company").
4. A Traffic Control Plan (TCP) shall be submitted to the Engineering Services Department, Traffic Operations Division, in advance of any work in the right-of-way that impacts traffic. No work shall occur until an approved TCP has been returned to the Contractor.
5. A copy of the approved TCP shall be kept in the possession of the person responsible for supervising the traffic control at all times while working in the right-of-way. The approved TCP shall be presented to City staff or law enforcement upon demand at any time.
6. Depending on site conditions and the nature of the work, temporary traffic control may be approved by the City for either of the following:
    a. All Times – All traffic control, including closures, may remain in place 24 hours per day until expiration of the approved TCP.

b. Off-Peak Only – Lane or road closures are NOT permitted from 6:00-9:00 AM and 4:00-7:00 PM on weekdays (Monday through Friday). Other traffic control not related to lane or road closures may remain in place 24 hours per day until expiration of the approved TCP.

7. The contractor setting the temporary traffic control shall be responsible for the maintenance and upkeep of all signs, barricades, and other devices, at all times.
    a. All temporary traffic control setups shall be maintained at least one time per day, including weekends and holidays.
    b. More frequent maintenance shall be performed as needed, with particular emphasis to following up after severe weather events or during times of high winds.
    c. Maintenance shall include:
        i. Verifying and correcting the location and orientation of all signs, barricades, and other devices;
        ii. Keeping signs and reflective areas of barricades and other devices clean and free of dirt buildup so as to maintain appropriate visibility and legibility; and
        iii. Ensuring the proper location, orientation, and operation of arrow boards or message boards, if present.
8. Arrow boards shall be required for lane closures under the following conditions:
    a. On roadways with a posted speed limit of 55 MPH or greater, for closures lasting more than one (1) hour;
    b. On roadways with a posted speed limit of 45 MPH or greater, for closures lasting more than four (4) hours;
    c. On any roadway if lanes will remain open to traffic travelling in the same direction on both sides of a closed lane during any overnight hours (from 7:00 PM to 6:00 AM); and

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

9. DETOURS:

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

10. PROPERTY AND RIGHT-OF-WAY ACCESS:

Access to adjacent property must be maintained at all times unless otherwise directed by the Engineer. If the contractor will not be working in an area for a period of one week or more, special care is to be taken to address any unsafe conditions such as excavated areas or obstructions outside the worked area that could be tripping hazards, etc.

11. CONSTRUCTION SCHEDULE:

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

12. CONSTRUCTION STAKING:

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

13. SURVEY:

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

14. CONSTRUCTION MATERIALS:

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

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

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

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

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

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

15. EROSION CONTROL:

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

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

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

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

16. WASTE MATERIAL:

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

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

Existing fire hydrants indicated for removal as part of the project are to be returned to the City of Midland by the Contractor and remain City property. This is ancillary to the project and will not be paid as a separate item.

17. TESTING:

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

Required testing includes:

Concrete Pavement – A Slump Test is required for every cylinder set (3 test cylinders), and no less than 1 cylinder set per day when concrete is placed. Test results are to be given to the engineer upon completion of each test, with 1 cylinder set for:

A. Every 50 cubic yards of concrete placed for concrete pavement between street intersections.

B. Every 50 cubic yards of concrete placed for concrete pavement at a street intersection.

C. Every 2 sets of fillets and valley gutters at street approaches. (1 set = 2 fillets and 1 valley gutter)

D. Every 4 alley approaches or driveway approaches.

E. There will be no testing for curb, ramps, and sidewalks.

Asphalt Hot-Mix Pavement – A Nuclear Gauge Density Test is required for either each day that asphalt hot-mix is placed or for every 250 linear feet of asphalt hot-mix pass, whichever results in more frequent testing. The laboratory density limits will be a minimum limit of 96%, a maximum limit of 98%, and an optimum limit of 97%. The acceptable field density range for construction of this project is 93% - 98% with a target density of 95%. Test results are to be given to the Engineer upon completion of each test.

18. COMPLIANCE:

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

19. PERSONNEL:

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

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

20. INTENT OF THE PROPOSAL:

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

21. CONTRACT DEADLINE:

The deadline for substantial completion of this project is 60 calendar days total starting from the Notice to Proceed date.

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

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

22. WARRANTY PERIOD:

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

23. BID PACKET COMPLETION ITEMS OF NOTE:

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

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

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

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

PROPOSAL

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

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

Project Name: COMPASS – Fort Worth Avenue

Project Number: P18-08

Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	2 MO	Mobilization, furnished, installed, complete and in place, for the sum of: Fifteen Thousand two hundred eight dollars and Sixty three cents per month. (Pay Note M1)	$ 15,208.63	$ 30,417.26
2)	2 MO	Erosion/Sediment Control, furnished, installed, complete and in place, for the sum of: Two thousand five hundred forty three dollars and Twenty three cents per month. (Pay Note M2)	$ 2,543.23	$ 5,086.46
3)	2 MO	Traffic Control, furnished, installed, complete and in place, for the sum of: One thousand three hundred eighteen dollars and Sixty cents per month. (Pay Note M3)	$ 1,318.60	$ 2,637.20
4)	2 MO	Job Site Safety, furnished, installed, complete and in place, for the sum of: One thousand two hundred fourteen dollars and Seventy Two cents per month. (Pay Note M4)	$ 1,214.72	$ 2,429.44
5)	N/A	Material Mark-up, complete and in place, for the sum of: Fifteen percent. (Pay Note M5)	% 15	$ N/A

Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
6)	N/A	Labor Mark-up (Regular Work Hours), complete and in place, for the sum of: Fifteen percent. (Pay Note M6)	% 15	$ N/A
7)	N/A	Equipment Rental Mark-up (Non-Standard Equipment Only), complete and in place, for the sum of: Fifteen percent. (Pay Note M7)	% 15	$ N/A
Total Miscellaneous Items 1-7		$ 76,682.56		

Demolition Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	180 LF	Saw-Cutting, complete and in place, for the sum of: Seven dollars and Seventy One cents per linear foot. (Pay Note D1)	$ 7.71	$ 1,387.80
2)	2300 SY	Removal & Dispose of Existing Unclassified Pavement, complete and in place, for the sum of: One dollars and Seventy Eight cents per square yard. (Pay Note D2)	$ 1.78	$ 4,094.00
3)	90 SY	Removal & Disposal of Existing Miscellaneous Concrete, complete and in place, for the sum of: Forty three dollars and Nineteen cents per square yard. (Pay Note D3)	$ 43.19	$ 3,887.10
4)	20 LF	Removal & Disposal of Existing Fence And Gate, complete and in place, for the sum of: Three Hundred Thirty Nine dollars and Sixty Nine cents per linear foot. (Pay Note D4)	$ 339.69	$ 6,793.80
Total Demolition Items 1-4		$ 16,162.70		

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	2900 SY	Subgrade Preparation (Depth ≤ 8"), furnished, installed, complete and in place, for the sum of: Six dollars and Sixty Eight cents per square yard. (Pay Note P1)	$ 6.68	$ 19,372.00
2)	160 SY	6" Continuously Reinforced Concrete Flatwork, furnished, installed, complete and in place, for the sum of: One Hundred Eight dollars and Twenty Eight cents per square yard. (Pay Note P2)	$ 108.28	$ 17,324.80
3)	336 TON	2" Type D HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY @ 1" Thick), furnished, installed, complete and in place, for the sum of: One Hundred Twenty Two dollars and Forty Two cents per ton. (Pay Note P3)	$ 122.42	$ 41,133.12
4)	2900 SY	8" Flexible Base (Type A, Grade 4), furnished, installed, complete and in place, for the sum of: Seven dollars and Ninety Nine cents per square yard. (Pay Note P4)	$ 7.99	$ 23,171.00
5)	580 GAL	Bituminous Prime Coat (MC-30 or AEP, 0.20 Gal / SY), furnished, installed, complete and in place, for the sum of: Four dollars and Ninety Nine cents per gallon. (Pay Note P5)	$ 4.99	$ 2,894.20
6)	120 SY	6" Concrete Fillet, furnished, installed, complete and in place, for the sum of: One Hundred Nineteen dollars and Ninety Nine cents per square yard. (Pay Note P6)	$ 119.99	$ 14,398.80
7)	160 SY	6" Concrete Valley Gutter (W = 10'), furnished, installed, complete and in place, for the sum of: Seventy dollars and Seventy Seven cents per square yard. (Pay Note P7)	$ 70.77	$ 11,323.20

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
8)	130 SY	6" Concrete Alley Approach, furnished, installed, complete and in place, for the sum of: Eighty Eight dollars and Ninety Two cents per square yard. (Pay Note P8)	$ 88.92	$ 11,559.60
9)	60 SY	6" Residential Concrete Driveway Approach, furnished, installed, complete and in place, for the sum of: One Hundred Seven dollars and Eleven text here cents per square yard. (Pay Note P9)	$ 107.11	$ 6,426.60
10)	11 SY	6" Commercial Concrete Driveway Approach, furnished, installed, complete and in place, for the sum of: One Hundred Seventy Four dollars and Seventy Eight cents per square yard. (Pay Note P9)	$ 174.78	$ 1,922.58
11)	780 LF	Type A Concrete Curb & Gutter, furnished, installed, complete and in place, for the sum of: Twenty Nine dollars and Eighteen cents per linear foot. (Pay Note P10)	$ 29.18	$ 22,760.40
12)	130 SY	Concrete Pedestrian Access Ramp, furnished, installed, complete and in place, for the sum of: One Hundred Twenty Five dollars and Thirteen cents per square yard. (Pay Note P11)	$ 125.13	$ 16,266.90
13)	450 SY	4" Concrete Sidewalk, furnished, installed, complete and in place, for the sum of: Thirty Three dollars and Fifty Two cents per square yard. (Pay Note P12)	$ 33.52	$ 15,084.00
14)	4 EA	Manhole Ring & Cover Adjustment, furnished, installed, complete and in place, for the sum of: One Thousand One Hundred Eighty Five dollars and Five cents per each. (Pay Note P13)	$ 1,185.05	$ 4,740.20

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
15)	5 EA	Water Valve Box Ring & Cover Adjustment, furnished, installed, complete and in place, for the sum of: One Thousand Ninety Four dollars and Eleven cents per each. (Pay Note P13)	$1,094.11	$5,470.55
16)	2 EA	Meter Box Adjustment, furnished, installed, complete and in place, for the sum of: Six Hundred Seventy Three dollars and Thirty Six cents per each. (Pay Note P14)	$673.36	$1,346.72
Total Paving Items 1-16		$215,194.67		

Price For:	
1. Miscellaneous Items	$ 16,162.70
2. Demolition Items	$ 76,682.56
3. Paving Items	$ 215,194.67
Total Price	$ 308,039.93

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

Three Hundred Eight Thousand Thirty Nine dollars

and Ninety Three cents total.

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

Bidder agrees to substantially complete all work within 60 calendar days after receipt of notice to proceed.

PUBLIC INFORMATION

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

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

Fifteen Thousand Four Hundred One dollars

and Ninety Nine cents total. ($ 15,401.99)

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

CD King Construction dba JD King Corp

Name of Contractor

Nolan Winward, Estimator

Submitted By | Print Name and Title

P.O. Box 1254

Mailing Address

Seminole, TX 79360

City | State | Zip

PAY NOTES

COMPASS - Fort Worth Avenue

Bid Item		Pay Quantity Note
Miscellaneous Items		
1	Mobilization	M1
2	Erosion/Sediment Control	M2
3	Traffic Control	M3
4	Job Site Safety	M4
5	Material Mark-up	M5
6	Labor Mark-up	M6
7	Equipment Rental Markup	M7
Demolition Items		
1	Saw-Cutting	D1
2	Removal & Disposal of Existing Unclassified Pavement	D2
3	Removal & Disposal of Existing Miscellaneous Concrete	D3
4	Removal & Disposal of Existing [Cinderblock, Brick, Panel, Chain-Link, Barbe	D4
Paving Items		
1	Subgrade Preparation (Depth ≤ #")	P1
2	8" Continuously Reinforced Concrete Pavement	P2
3	2" Type D HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY @ 1" Thick)	P3
4	8" Flexible Base (Type A, Grade 4)	P4
5	Bituminous Prime Coat (MC-30 or AEP, 0.20 Gal / SY)	P5
6	6" Concrete Fillet	P6
7	6" Concrete Valley Gutter	P7
8	6" Concrete Alley Approach	P8
9	6" Residential Concrete Driveway Approach	P9
10	6" Commercial Concrete Driveway Approach	P9
11	Type A Concrete Curb & Gutter	P10
12	Concrete Pedestrian Access Ramp	P11
13	4" Concrete Sidewalk	P12
14	Manhole Ring & Cover Adjustment	P13
15	Water Valve Box Ring & Cover Adjustment	P13
16	Meter Box Adjustment	P14

PAY QUANTITY NOTES

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

M2 Includes the necessary equipment, labor, materials, and incidentals to implement the Erosion Control Plan per the construction drawings and City of Midland standards and specifications. Measurement and payment to be made per month.

M3 Includes the necessary equipment, labor, materials, and incidentals to implement the Traffic Control per the approved Traffic Control Plan. Any required traffic control devices are to meet the City of Midland Traffic Division Standards. Measurement and payment to be made per month.

M4 Includes the necessary equipment, labor, materials, and incidentals to implement Job Site Safety and to provide a safe work environment for the project work area (including all personal protection equipment, trench safety, etc.) per the construction drawings and in compliance with all applicable Federal, State, and Local requirements or regulations including those of OSHA and the City of Midland. JOB SITE SAFETY IS THE RESPONSABILITY OF THE CONTRACTOR. Measurement and payment to be made per month.

M5 Includes the Material Mark-up for materials and material sizes (pipe, valve, manhole, etc.) required to complete work for improvements not covered by the bid items listed in the Proposal for this project per the construction drawings and the City of Midland standards and specifications. Measurement and payment to be made per the cost of the material in question plus the set percent increase established by this bid item. The Contractor must provide a copy of the invoice for the material cost from the supplier to the Engineer of Record or the City of Midland designee before this bid item may be claimed for any material. This will be applied solely at the discretion of the Engineer of Record or the City of Midland designee.

M6 Includes the Labor Mark-up (Regular Work Hours) for labor required to complete work for improvements not covered by the bid items listed in the Proposal for this project per the construction drawings and the City of Midland standards and specifications. Measurement and payment to be made per the cost of labor in question plus the set percent increase established by this bid item. The Contractor must provide a typical hourly pay rate for work crews prior to the percent increase along with the number of workers on the crew and the number of hours worked by the crew for the project in question to the Engineer of Record or the City of Midland designee before this bid item may be claimed for any labor. This will be applied solely at the discretion of the Engineer of Record or the City of Midland designee.

M7 Includes the Equipment Rental Mark-up (non-standard equipment only) required to complete work for improvements not covered by the bid items listed in the Proposal for this project per the construction drawings and the City of Midland standards and specifications. Measurement and payment to be made per the cost of the equipment rental in question plus the set percent increase established by this bid item. The Contractor must provide a copy of the invoice for the rented equipment from the equipment supplier to the Engineer of Record or the City of Midland designee before this bid item may be claimed for any rented equipment. This will be applied solely at the discretion of the Engineer of Record or the City of Midland designee.

D1 Includes the necessary equipment, labor, materials, and incidentals for Saw-Cutting per the construction drawings and City of Midland standards and specifications, including all appurtenances. All saw-cut edges are to be full depth, cleanly cut, straight, and clearly defined edges free of breaks. Measurement and payment to be per each linear foot of saw-cut.

D2 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Unclassified Pavement per the construction drawings and City of Midland standards and specifications including all pavement removal, saw-cutting, and appurtenances. Depths given are approximate and pavement material is to be removed in its entirety. No additional compensation will be made for increased pavement depth removal. Measurement and payment to be made per square yard measured along the ground surface.

D3 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Miscellaneous Concrete per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

D4 Includes the necessary equipment, labor, materials, and incidentals to Remove & Dispose of Existing Fence And Gate per the construction drawings and City of Midland standards and specifications, including removal of all, columns, posts, foundations, anchors, gates, frames, and structures as well as all excavation, backfill, cutting, and appurtenances. Measurement and payment to be made per linear foot measures along the ground surface following the fence centerline through all structures and appurtenances.

P1 Includes the necessary equipment, labor, materials, and incidentals for Subgrade Preparation per the construction drawings and City of Midland standards and specifications, including all proof-rollling, sub-grade reworking, scarifying, compaction, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

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

P3 Includes the necessary equipment, labor, materials, and incidentals for the placement of Type "D" HMAC Asphalt Pavement Surface Course (PG 70-22, 110 LBS / SY at 1" thick) per the construction drawings and City of Midland standards and specifications, including all placement, compaction, and appurtenances. Measurement and payment to be made per ton of material placed.

P4 Includes the necessary equipment, labor, materials, and incidentals for placement of Flexible Base compacted to 95% Density, ASTM D1557, per the construction drawings and City of Midland standards and specifications including all placement, compaction, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P5 Includes the necessary equipment, labor, materials, and incidentals for application of Bituminous Prime Coat (MC-30, or AEP, 0.20 GAL / SY) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per gallon of material applied at the designated rate.

P6 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Fillet per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Curb section is formed and poured monolithically with fillet and is not a separate bid item. Measurement and payment to be made per square yard measured along the ground surface.

P7 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Valley Gutter per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P8 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Alley Approach per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Pedestrian access ramps at the alley approach are considered part of the approach and are not a separate bid item. Measurement and payment to be made per square yard measured along the ground surface.

P9 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Driveway Approach per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Pedestrian access ramps at the driveway approach are considered part of the approach and are not a separate bid item. Measurement and payment to be made per square yard measured along the ground surface.

P10 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Curb & Gutter per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, finishing, and appurtenances. Measurement and payment to be made per linear foot measured along the back-of-curb.

P11 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Pedestrian Access Ramp per the construction drawings and City of Midland standards and specifications, including all forming, reinforcement, placement, jointing, finishing, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P12 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Sidewalk per the construction drawings and City of Midland standards and specifications, including all forming, reinforcement, placement, jointing, finishing, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P13 Includes the necessary equipment, labor, materials, and incidentals for Ring & Cover Adjustment per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. This includes a minimum 1.0' wide concrete collar whose width is measured from the outer edge of the cover to the outer edge of the concrete ring. Measurement and payment to be made per each adjustment made.

P14 Includes the necessary equipment, labor, materials, and incidentals for Meter Box & Cover Adjustment per the construction drawings and City of Midland standards and specifications including all placement and appurtenances. Measurement and payment to be made per each adjustment made.

BID BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT CD King Construction, LLC dba JD King (Hereinafter called the Principal), as Principal, and Merchants National Bonding, Inc. (Hereinafter called the Surety, as Surety, are held and firmly bound unto the City of Midland, Texas a home rule municipal corporation of Midland County, Texas, (hereinafter called the Obligee), in the amount of Five Percent of the Total Amount Bid---------- Dollars ($5% T.A.B.----------) for the payment whereof the said Principal and surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid or Proposal to enter into a certain written contract for the construction of COMPASS – Fort Worth Avenue.

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

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

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

IN WITNESS WHEREOF, the said Principal and surety do sign and seal this instrument, this 31st day of March, 2021.

CD King Construction, LLC dba JD King
Principal

By _____

Address P.O. Box 1254
Seminole, TX 79360

Merchants National Bonding, Inc.
Surety

By _____
Katie Rogers, Attorney-in-Fact

Address P.O. Box 14498
Des Moines, IA 50306

APPROVED AS TO FORM:

_____
City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012



MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Allison C Lueck; Cadda E Eary; Donna Martinez; Gwendolyn Johnston; H E Wilkins; James R Reid; Jessica Turner; Katie Rogers; Kay Blair; Lindsay Senior Gingras; Marie Reyna; Minnie Ortiz; Payton Blanchard; Ralph E French; Sandra Fuller; Shane Smith; Shawn Blacklock; Sherri Collins; Tina LaValley; William Blanchard; William Mitchell Jennings

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 23rd day of February , 2021 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 23rd day of February 2021 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

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

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 31st day of March , 2021 .

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/20)



MERCHANTS BONDING COMPANY™
MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your insurance agent at the telephone number provided by your insurance agent.

You may call Merchants Bonding Company (Mutual) toll-free telephone number for information or to make a complaint at:

1-800-678-8171

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM AND CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

CONTRACT

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

THIS CONTRACT, made and entered into this 28th day of April, 20 21, by and between the City of Midland of the County of Midland and State of Texas, acting through its Mayor thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and

CD King Construction (dba JD King Corporation) of the City Seminole, County of Gaines, State of Texas, Party of the Second Part, herein-after termed CONTRACTOR.

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

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

The CONTRACTOR hereby agrees to commence work within fifteen (15) calendar days after the written notice to do so and to substantially complete the same within 60 calendar days after receipt of notice to proceed, subject to such extensions of time as are provided by the General and Special Conditions.

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

The SUM TOTAL of this Contract shall be: $271,927.73.

INSURANCE

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

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

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

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

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

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

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

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

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

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

WAIVER OF ATTORNEY FEES

WAIVER OF ATTORNEY FEES: BY EXECUTING THIS CONTRACT, CONTRACTOR AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE OWNER, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE CONTRACT. THE CONTRACTOR SPECIFICALLY AGREES THAT IF THE CONTRACTOR BRINGS OR COMMENCES

ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET. SEQ., AS AMEDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE CONTRACTOR AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH CONTRACTOR MIGHT OTHERWISE BE ENTITLED.

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

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

SOVEREIGN IMMUNITY

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

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

GOVERNING LAW AND VENUE

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

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

VERIFICATION

To the extent that Section 2271.002 of the Texas Government Code applies to this Contract, Contractor hereby verifies that Contractor does not boycott Israel and will not boycott Israel during the term of this Contract. If Section 2271.002 of the Texas Government Code does not apply to this Contract, such verification is not required, and Contractor shall be deemed to have not made such verification.

RECORDS RETENTION AND PRODUCTION OF INFORMATION

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

PUBLIC INFORMATION

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

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

Parties of the First Part (Owner)

By: _____
Patrick Payton, Mayor

ATTEST:

_____
Amy Turner, City Secretary

APPROVED ONLY AS TO FORM:

By: _____
John Ohnemiller, City Attorney

By: _____
Party of the Second Part (CONTRACTOR)

By: _____
Title

THE STATE OF _____ §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this _____ day of _____, 20 21__ personally appeared _____, an officer of CD King Construction (dba JD King Corporation), known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as an act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

_____
Notary Public

Form Revised March 2021

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO NTX 7671

KNOW ALL MEN BY THESE PRESENTS, THAT CD King Construction LLC dba JD King (Hereinafter called the Principal[s]), as Principal(s), and Merchants National Bonding, Inc. (Hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Midland, Texas a home rule municipal corporation of Midland County, Texas, (hereinafter called the Obligee), in the amount of Three Hundred Eight Thousand, Thirty-Nine Dollars and Ninety-Three Cents ---------- DOLLARS ($ 308,039.93----------) for the payment whereof the said Principal and surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the 28th day of April , 2021 , for the furnishing of materials and equipment to perform all labor and work necessary for the construction of COMPASS – Fort Worth Avenue , specifically including in the scope of this work and bond, the additional maintenance guaranty provisions set forth in the contract conditions, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein, as well as the Principal's primary obligation to perform according to plans and specifications.

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

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

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

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

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

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO NTX 7671

KNOW ALL MEN BY THESE PRESENTS, THAT CD King Construction LLC dba JD King of the City of Seminole of the County of Gaines and State of Texas as Principal, and Merchants National Bonding, Inc., as Surety, are held and firmly bound unto the City of Midland, Texas, as Obligee, in the amount of Three Hundred Eight Thousand, Thirty-Nine Dollars and Ninety-Three Cents ---------- DOLLARS ($ 308,039.93----------) for the payment whereof the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the 28th day of April, 2021, for the furnishing of materials, equipment to perform all labor and work necessary for COMPASS – Fort Worth Avenue, hereof as fully and to the same extent as if copied at length herein.

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

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

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

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

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

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

CERTIFICATE OF PAYMENT

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

COMPASS – Fort Worth Avenue

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

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

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

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

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

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

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

_____
Signature

_____
Typed or Printed Name

_____
Title

_____
Name of Company

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

_____
Notary Public, State of Texas

_____
Typed or printed name

_____
My Commission expires:

Form Revised April 2010

City of Midland Specifications

PREPARATION OF RIGHT OF WAY

1. GENERAL

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

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

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

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

2. CONSTRUCTION METHODS

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

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

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

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

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

EXCAVATION, EMBANKMENT AND PREPARATION OF SUBGRADE

1. GENERAL

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

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

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

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

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

2. CONSTRUCTION METHODS

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

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

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

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

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

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

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

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

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CONCRETE CURB AND GUTTER, SIDEWALKS AND DRIVEWAYS,

VALLEY GUTTERS, CENTER DRAINS AND RIP RAP

1. GENERAL

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

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

2. MATERIALS

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

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

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

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

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

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

3. CONSTRUCTION METHODS

GENERAL

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

CURB AND GUTTER

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

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

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

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

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

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

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

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

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

DRIVEWAYS AND ALLEY RETURNS

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

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

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

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

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

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

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

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

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

CONCRETE VALLEY GUTTERS, CENTER DRAINS AND DRAINWAYS

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

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

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

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

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

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

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

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

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

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

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

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

SIDEWALKS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONCRETE RIP RAP

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

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

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

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

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

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

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

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

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

4. BACKFILL AND CLEANUP

GENERAL

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

CONCRETE STRUCTURES WITHIN THE PAVED AREA OF STREETS

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

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

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

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

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

BACKFILL BEHIND CURBS AND ALONG SIDEWALKS

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

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

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

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

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CONCRETE CURB AND GUTTER, SIDEWALKS AND DRIVEWAYS **1**

VALLEY GUTTERS, CENTER DRAINS AND RIP RAP **1**

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CONCRETE STRUCTURES

1. GENERAL

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

2. MATERIALS

CONCRETE

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

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

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

3. CONSTRUCTION

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

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FLEXIBLE BASE, CALICHE

1. GENERAL

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

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

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

2. MATERIALS

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

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

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

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

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

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

3. CONSTRUCTION

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

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

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

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

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

4. TESTING

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

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

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

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

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

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BITUMINOUS PRIME

1. GENERAL

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

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

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

2. MATERIALS

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

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

3. CONSTRUCTION METHODS

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

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

BITUMINOUS TACK

1. GENERAL

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

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

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

2. MATERIALS

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

3. CONSTRUCTION METHODS

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

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

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

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

HOT MIX ASPHALTIC CONCRETE

I. GENERAL

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

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

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

2. MATERIALS

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

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

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

(b) Decantation: Maximum 2.0 percent by weight

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

(a) Plasticity Index: Maximum of 6.

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

Paving Mixtures - The paving mixture(s) shall be as shown on the plans and details. If no mixtures are shown on the plans surface or wearing courses up to l-3/4 inches thick shall be Type D, base courses up to 2 inches thick shall be Type C and base courses over 2 inches thick shall be Type B or Type A.

(a) Gradation: The master gradations for the paving mixtures are:

TYPE "A" (Coarse Graded Base Course):	Percent Aggregate by weight or volume
Passing 2" sieve	100
Passing l-3/4" sieve	95 to 100
Passing l-3/4" sieve, retained on 7/8" sieve	16 to 42
Passing 7/8" sieve, retained on 3/8" sieve	16 to 42
Passing 3/8" sieve, retained on No. 4 sieve	10 to 26
Passing No. 4 sieve, retained on No. l0 sieve	5 to 21
Total retained on No. l0 sieve	68 to 84
Passing No. l0 sieve, retained on No. 40 sieve	5 to 21
Passing No. 40 sieve, retained on No. 80 sieve	3 to 16
Passing No. 80 sieve, retained on No. 200 sieve	2 to 16
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 7 percent of the mixture by weight.

TYPE "B" (Fine graded Base or Leveling-up course)	Percent Aggregate by Weight or Volume
Passing l" sieve	100
Passing 78" sieve	95 to 100
Passing 7/8" sieve, retained on 3/8" sieve	21 to 53
Passing 3/8" sieve, retained on No. 4 sieve	11 to 42
Passing No. 4 sieve, retained on No. l0 sieve	5 to 26
Total retained on No. l0 sieve	58 to 74
Passing No. l0 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 21
Passing No. 80 sieve, retained on No. 200 sieve	3 to 21
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 7 percent of the mixture by weight.

Type "C" (Coarse Graded Surface Course):	Percent Aggregate by Weight or Volume
Passing 7/8" sieve	100
Passing 5/8" sieve	95 to 100
Passing 5/8" sieve, retained on 3/8" sieve	16 to 42
Passing No. 4 sieve, retained on No. l0 sieve	11 to 37
Total retained on No. l0 sieve	54 to 74
Passing No. l0 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 27
Passing No. 80 sieve, retained on No. 200 Sieve	3 to 27
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 7 percent of the mixture by weight.

TYPE "D" (Fine Graded Surface Course):	Percent Aggregate by Weight or Volume
Passing l/2" sieve	100
Passing 3/8" sieve	85 to 100
Passing 3/8" sieve, retained on 4" sieve	21 to 53
Passing No. 4 sieve, retained on No. l0 sieve	54 to 74
Total retained on No. l0 sieve	54 to 74
Passing No. l0 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 27
Passing No. 80 sieve, retained on No. 200 sieve	3 to 27
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 4 to 8 percent of the mixture by weight.

TYPE "F" (Fine Graded Surface Course):	Percent Aggregate by Weight or Volume
Passing 3/8" sieve	100
Passing No. 4 sieve	95 to 100
Passing No. 4 sieve, retained on No. l0 sieve	58 to 73
Passing No. l0 sieve, retained on No. 40 sieve	6 to 26
Passing No. 40 sieve, retained on No. 80 sieve	3 to 13
Passing No. 80 sieve, retained on No. 200 sieve	2 to 11
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 6.5 percent of the mixture by weight.

(b) Tolerances: Deviations from job mix formula limited to:

(l) Sizes larger than the l0 sieve- Plus or Minus 4 percent.

(2) No. l0 sieve and smaller - Plus or Minus 3 percent.

(3) The deviation from the job mix formula shall be further limited in that the total deviation from the job mix formula between any two adjacent aggregate grades shall not exceed the allowable deviation for either one.

(4) Asphalt - Plus or Minus 0.3 percent.

(c) Density - The mixture shall be designed to produce an acceptable mixture within tolerance, at or near optimum density. The mixture molded in the laboratory should have the following percent of maximum theoretical density:

Minimum	Maximum	Optimum
96	98	97

(d) Stability: Minimum of 35 Hveem

Source Quality Control - Paving mixture and plant tests to be performed by laboratory selected and paid by the Owner, except as noted.

Job Mix Formula - The contractor shall submit a job mix formula, prepared by laboratory chosen by the owner, at least l0 days in advance of laying operations to allow time for review by the engineer. Substitution of one or more materials will require a new job mix formula and must be approved by the engineer.

The design of job mix formula whether for original submittal or revisions shall be paid for by the contractor.

Plant Tests - Check of raw material uniformity, quality and flow, hot bin gradations, temperature of mixture, mixture tests for density, stability and percent asphalt and other necessary tests to be performed bythe laboratory selected by the owner for each day's production.

Oil Asphalt - Producer to furnish certificates of compliance to the Engineer.

3. CONSTRUCTION METHODS

A. GENERAL

Condition of Base - The surface of the base shall be tight and free of debris. The prime coat shall be uniformly distributed, well penetrated and completely cured prior to application of the tack coat. If the mixture will adhere to the surface of the base without the application of a tack coat, the tack coat can be eliminated. If the surface of the base is one half (l/2") inch or more lower than the proposed bottom of the asphaltic concrete it shall be corrected by placing and compacting a level up course of the asphaltic concrete before the mat is placed on it.

Stockpiling, Storage, Batching and Mixing - Shall meet the requirements of Item 340, "Texas Highway Department l982 Standard Specifications for Road and Bridge Construction.

Weather Limitations - Shall be the requirements of Item 340,"Texas Highway Department l982 Standard Specifications for Road and Bridge Construction." With the added provision that no asphaltic concrete shall be placed when the surface on which the mat is to be placed is below 50 degrees F.

Thickness - Shall be as shown on plans. Unless shown otherwise on the plans, the maximum compacted thickness of any one course of asphaltic concrete shall be two and one-half (2-l/2) times the maximum aggregate size of the mixture being placed. The minimum shall be one (l) inch or one and one fourth (1-1/4) times the maximum particle size which ever is greater.

B. PLACING

Placing of Asphaltic Concrete shall be accomplished using an approved self propelled spreading and finishing machine with a heated vibrating screed capable of producing a surface that will meet the requirements of the typical cross section and the surface test, and when the mixture is dumped directly into the finishing machine shall have adequate power to propel the delivery vehicles in a satisfactory manner. The finishing machine shall be equipped with a flexible spring and/or hydraulic type hitch sufficient in design and capacity to maintain contact between the rear wheels of the hauling equipment and the pusher rollers of the finishing machine while the mixture is being unloaded.

The use of any vehicle which requires dumping directly into the finishing machine and which the finishing machine cannot push or propel in such a manner as to obtain the desired lines and grades without resorting to hand finishing will not be allowed. Vehicles dumping directly or indirectly into the finishing machine shall be so designed and equipped that unloading into the finishing machine can be mechanically and/or automatically operated in such a manner that overloading the finishing machine being used cannot occur and the required lines and grades shall be obtained without resorting to hand finishing.

Automatic screed controls will be required and shall meet the requirements item, 528 "automatic screed controls for asphaltic concrete spreading and finishing machines "Texas Department of Highways and Public Transportation 1982 Specifications for Construction of Highways, Streets and Bridges".

The screed shall be ski controlled using a ski of not less than l8' in length. Curb shoe control will not be allowed.

The spreading and finishing machine shall be maintained in good working order and operated by competent trained personnel.

The Engineer may require the contractor to place a test strip to prove the capability of the machine and the competency of the operating personnel to produce a satisfactory finished surface.

In dips and on curved surfaces where the ski control cannot be used, the surface will be controlled using a l0' straight edge.

Fillet areas, turn outs and other areas not accessible to the spreading machine may be hand laid provided a satisfactory surface is produced.

C. COMPACTION AND FINISHING

Compaction Requirements - The asphaltic concrete surface shall be compacted so that the compacted mixture will contain not more than seven percent (7%) nor less than three percent (3%) air voids.

The surface of the pavement, after compaction, shall be smooth and true to the established line, grade and cross section, and when tested with a l0 foot rolling straightedge, except as provided herein, the maximum deviation shall not exceed l/8 inch in l0 feet, and any surface not meeting this requirement shall be corrected as directed by the engineer.

Raking and Leveling - Minor leveling may be accomplished using asphalt rakes prior to compacting the surface. The surface shall be leveled by loosening the surface of the asphaltic concrete using an asphalt rake then adding or removing material and smoothing the surface. Any large aggregate worked to the surface in this process shall be removed before compaction. The large aggregate shall not be spread over the new asphaltic concrete surface.

Edges and joints with compacted asphalt or concrete gutters shall be carefully squared and excess material removed before compaction. Care shall be taken to see that NO excess material laps over onto the surface of existing asphaltic concrete paving or concrete gutters. Large aggregate worked to the surface in this process shall be removed. It shall not be spread over the new asphaltic concrete surface.

Rolling - In general rolling shall conform to the requirements of item 340 of the Texas Department of Highways and Transportation 1982 Specifications for Construction of Highways, Streets an Bridges except as modified herein.

It shall be the responsibility of the contractor to have rolling equipment available on the job to properly compact the paving mixture in place as required without delay to the lay down operation. Rollers provided shall meet the qualifications for their type as follows:

PNEUMATIC TIRE ROLLERS: The rollers shall be acceptable medium pneumatic tire rollers conforming to the requirements of the item, "Rolling (pneumatic tire)", Type B, unless otherwise specified on plans.

TWO AXLE TANDEM ROLLER: This roller shall be an acceptable power driven tandem roller weighing not less than 8 tons.

THREE WHEEL ROLLER: This roller shall be an acceptable power driven three wheel roller weighing not less than l0 tons.

THREE AXLE TANDEM ROLLER: This roller shall be an acceptable power driven three axle roller weighing not less than l0 tons.

Vibrating rollers will not be used without prior written approval of the engineer. Written approval will be granted only upon demonstration by the contractor that the roller and operator can produce a satisfactory surface within the tolerances of these specifications. Only the operator or operators thus approved will be allowed to operate the vibrating roller on this project.

Areas not accessible to standard rollers shall be compacted using trench rollers, impact tampers, hand tamps or other approved means that will produce the density and surface required.

JOINTS- Shall be carefully rolled to provide compaction of the asphalt against the existing surface or face of the concrete gutter. Joints between concrete gutters and Hot Mix Asphaltic Concrete shall be placed so that the HMAC will be approximately l/2 inch higher than the concrete when compaction is completed. At transverse joints such as valley gutters and fillet areas where finishing asphalt paving 1/2 inch above the edge of concrete will adversely affect ride quality the asphalt shall be finished 1/4 inch above the edge of the concrete.

Transverse joints shall be rolled in the transverse direction with the first pass extending approximately six (6") inches onto the new asphalt each additional pass shall extend approximately twelve (12") inches further onto the new asphalt until the full width of the roller is on the new asphalt. Longitudinal rolling may begin then.

All transverse joints shall be checked with a l0" straight edge while the material is

still hot enough to roll. Any corrections shall be made by loosening the material using an asphalt rake and adding or removing material and recompacting the surface. The surface shall be rechecked and when the joint is acceptable the asphalt spreading machine may proceed with the pass.

Final or finish rolling shall be accomplished using a two axle tandem roller to remove roller marks. This rolling shall be accomplished after the surface has cooled sufficient to minimize further marking but before it is too cool to respond to rolling.

STRAIGHTEDGES AND TEMPLATES - The contractor shall provide acceptable l0 foot straightedge for surface testing. Satisfactory templates shall be provided as required by the Engineer.

4. FIELD QUALITY CONTROL

Test Lots - Field Quality Control Tests shall be made by lot with a lot being the amount of contiguous surface laid in one day. No lot shall exceed l0,000 S.Y. If a days laying exceeds l0,000 S.Y., that days laying shall be divided into two approximately equal lots. The same lot divisions shall be used for all Quality Control Tests. Each separate block or combination of contingeous (blocks) of paving shall be considered as a separate lot even though they may be placed in a single day and do not comprise l0,000 S.Y. of surface.

Surface Tests - Surface tolerance tests will be performed in both longitudinal and transverse directions. The test for longitudinal surface tolerance will be performed with a ten-foot rolling straightedge furnished by the contractor, and calibrated and used in accordance with the manufacturer's recommendation or other approved method.

The maximum allowable deviation in surface shall be 1/8 inch in 10 feet. Tests for longitudinal surface tolerance will be performed by the contractor, accompanied by the engineer within 24 hours of the completion of a lot. One path in each lane for the length of the entire lot will be tested. The location of the test path (Distance from centerline or pavement edge) will be determined by the engineer through the use of random numbers. Any deviations in the surface finish of a roadway wearing course which exceeds l/4 inch must be corrected. After corrections have been made, the entire lot must meet the l/8 inch surface tolerance.

Thin course "scab on" patching will NOT be permitted. Corrections may be made by planning, milling and patching or by removing and replacing affected surface area.

When milling and patching is used to correct surface defects the minimum depth of removal shall be l".

For milling and patching or surface removal the area removed or milled shall be sufficiently large to avoid the appearance of patching.

When planning is used to correct defects the thickness of the remaining paving shall meet the thickness requirements as shown on the plans.

Surface tolerance test will be performed on the last or wearing course only.

Asphaltic concrete pavement constructed under these specifications that does not meet the surface tolerance requirements and is allowed to remain in place will be paid for at a reduced rate determined by multiplying the price bid for the wearing surface course by a surface tolerance quality factor. This rate shall apply to the entire lot.

Lower courses will not be affected by this quality factor but will be paid for at the price bid or such price as it may be affected by other quality factors.

The surface tolerance quality factor will be determined according to the following schedule:

Linear % of pavement exceeding 1/8 inch surface tolerance	Surface tolerance quality factor
0.0 to 1.0	1.0
1.1 to 1.5	0.9
1.6 to 2.5	0.8
over 2.5	0.5

Roadway surface requirements will not be applied for paved drives, aprons, turnouts, and other irregular sections, however, asphaltic concrete shall be placed in such a manner as to provide a neat and uniform appearance and shall be compacted by methods satisfactory to the engineer.

The contractor may request permission to reconstruct a portion of the pavement when, in his opinion, the surface tolerance quality factor can be improved. Upon approval of the engineer, the contractor shall take sufficient tests to isolate the portion or portions of pavement to be pre- constructed and remove and reconstruct the pavement. All costs in connection with this reconstruction are to be born by the contractor. The minimum width of this reconstruction shall be l/2 the street width unless approved otherwise in writing by the engineer. The portions reconstructed shall be re-tested and the surface tolerance quality factor recomputed using the new information along with the test from the area within the portion of the lot not reconstructed.

When other quality factor reductions are provided for on the plans or in the specifications the effect shall be cumulative ie: QFl x QF2 x QF3 x ....x QFn x unit price.

No payment will be made for pavement with a combined quality factor of less than 0.5.

Thickness Test - Thickness test will be made by the engineer on each course of asphaltic concrete laid. Test specimens shall be made by a commercial laboratory selected by the owner. Test specimens shall be cores having a minimum nominal diameter of 6". These cores shall be made in the presence of the inspector at locations designated by the inspector using an approved power operated coring machine.

For thickness and compaction test, each lot shall be divided into approximately equal sublots corresponding in width to each pass of the lay down machine and containing up to but not exceeding 2,000 square yards each. If a lot contains less than 2,000 square yards the engineer may, at his option, divide the lot into two equal sublots, or, if the contractor has a record of satisfactory workmanship, the engineer may waive tests on said lots.

The engineer will locate one test spot for each l,000 S.Y. and/or fraction thereof in each sub-lot using random numbers. If a spot thus located falls within one foot of a longitudinal joint or lip of gutter or within two feet of an unsupported edge or within l5 feet of the beginning or ending edge of a pass, the engineer will relocate the spot using random numbers. The commercial laboratory chosen by the owner will remove the test specimen from each designated spot, mark the specimen and the adjacent pavement for future reference and perform the required tests. Test specimens shall be removed with special caliper type tongs having circular jaws of the diameter of the specimen being removed. These jaws shall grip at least 1/2 of the circumference of the specimen. Screw drivers or other type of prying instruments shall not be used to remove the specimens.

The thickness of a specimen shall be determined by averaging four (4) measurements made at ninety degree (90) intervals around the specimen. Any thickness less than design thickness shall be considered as deficient.

For hot mix asphaltic concrete pavement less than 2 inches thick the maximum allowable deficiency in any one test specimen is l/8 inch provided that no more than twenty five percent (25%) of the specimens tested show a deficiency. For pavement in excess of 2 inches in thickness the maximum allowable deficiency in any one specimen shall be l/8 inch plus l/l6 inch for each additional inch of thickness provided that no more than twenty five percent (25%) of the test specimens show a deficiency.

When a test specimen has a greater deficiency and less than (25%) of the test specimens show a deficiency the contractor shall, at his own expense, determine the extent of the deficiency and correct it by removing and replacing the surface. The minimum width for such correction will be the full width of the pass or passes of the lay down machine in which the deficiency occurs.

The minimum length of such correction shall be three times the width removed. When more than (25%) of the test specimens show a deficiency the surface may at

the engineers option be declared uniformly deficient and the contractor shall correct the deficiency by removing and reconstructing the surface or by constructing an overlay of not less than l inch thickness over the deficient area. The construction of an overlay will require milling at lip lines and dips.

The corrected surface shall meet all the requirements of these specifications.

Asphaltic concrete pavement constructed under these specifications that is less than design thickness, if allowed to remain in place, will be paid for at a reduced rate determined by multiplying the unit price bid in the bid proposal by a thickness quality factor. This rate shall apply to the entire lot in which the deficiency is found.

The thickness quality factor for hot mix asphaltic concrete pavement less than 2 inches in thickness shall be:

Thickness Deficiency	Quality Factor
Maximum l/8" for any one specimen with no more than 25% of the specimens showing a deficiency.	l.0
Pavement not meeting the 25% limitation with an average specimen deficiency up to l/8 inch.	0.75
Average specimen deficiency of l/8 inch to l/4 inch	.55
Average deficiency of more than l/4 inch	0.0

The thickness quality factor for hot mix asphaltic concrete more than 2 inches thick will be l.0 if the maximum deficiency for any one specimen is l/8 inch plus l/l6 inch for each additional inch of thickness over 2 inches and not more than twenty five percent (25%) of the test specimens in the lot are deficient. For thickness test that fall outside this area either by single specimen thickness deficiency or more than twenty five percent (25%) of the specimens showing deficiency the thickness quality factor shall be computed as follows:

$$\text{Thickness Quality Factor} = \frac{1}{\left(\frac{1}{\text{Thickness Ratio}}\right)^2}$$

The thickness ratio for a lot is the average specimen thickness for that lot, with no allowance for thickness in excess of design, divided by the design thickness. For determining the average specimen thickness, those specimens in excess of design thickness shall be considered at design thickness.

The minimum thickness quality factor for which payment will be allowed is .55. Any pavement with a thickness quality factor below .55 will be considered as having a thickness quality factor of 0. This shall apply only if the contractor requests, in writing, to have this paving remain in place and this request is approved in writing by the engineer.

When the deficient area is in a lower course of a multi-course paving structure the contractor may reduce or correct the deficiency by increasing the thickness of the subsequent course or courses as follows:

When subsequent course is	Maximum increase in course thickness
Type B	1/2"
Type C	3/8"
Type D	1/4"

When corrected in this manner the thickness quality factor shall be determined using the combined thickness of the corrected courses and shall apply to all unit prices applicable to this lot.

The contractor may request permission to reconstruct a portion of the pavement when, in his opinion, the thickness quality factor can be improved. Upon approval of the engineer, the contractor shall take sufficient tests to isolate the portion or portions of pavement to be reconstructed and remove and reconstruct the pavement. All cost in connection with this reconstruction are to be born by the contractor. The minimum width of this reconstruction shall be l/2 the street width unless approved otherwise in writing by the engineer. The portions reconstructed shall be retested and the thickness quality factor recomputed using the new information along with the test from the area within the portion of the lot not reconstructed.

When other quality factor reductions are provided for on the plans or in the specifications the effect shall be cumulative ie: QFl x QF2 x QF3 x....x QFn x unit price.

No payment will be made for pavement with a combined quality factor of less than 0.5.

Compaction Test: Compaction test will be made by the commercial laboratory chosen by the owner on the core samples removed from the paving for thickness testing.

The percent air voids will be calculated using maximum theoretical specific gravity of the mixture.

The contractor may attempt to correct deficiencies in compaction by additional pneumatic rolling upon written permission of the engineer. Requests for permission to conduct additional rolling shall be submitted, in writing, to the engineer no later than three days following notification of the deficiency by the commercial laboratory and the additional rolling shall be completed within ten (l0) days following said notification weather permitting.

In no case shall the additional rolling be delayed beyond thirty (30) days from the date the surface was laid. All cost for additional rolling and additional coring and testing of the re-rolled surface shall be born by the contractor.

Asphaltic concrete pavement not meeting this specification and that is allowed to remain in place shall be paid for at a reduced rate determined by multiplying the price bid in the bid proposal by a compaction quality factor determined according to the following schedule:

Percent air voids (average of all specimens for the lot)	Compaction Quality factor	
less than 3	0	
3.0 to 8.0	1.0	
8.1 to 9.0	0.9	
9.1 to 10.0	0.7	
10.1 to 11.0	0.5	and the engineer may require a chip seal to be applied at the contractor's expense
More than 11		0 and the engineer may require a chip seal to be applied at the contractor's expense.

NOTE: HMAC surfacing with between 11% and 15% air voids may, upon written request by the Contractor, be reviewed by the Engineer to determine if it may be left in place. The Engineer's review will consider the type of street and expected traffic conditions among other factors and a written determination will be issued. If the surface is allowed to remain in place, a chip seal will be required at the Contractor's expense. The quality factor for this paving will remain at 0.

The reduced rate shall apply to the entire lot.

The effect of compaction quality factors shall be cumulative and shall be applied as described for surface quality factors and thickness quality factors.

Cost for Field Quality Control - The surface tolerance test shall be made by the contractor at his expense.

The initial thickness and compaction test will be made at no cost to the contractor except for the cost of materials and labor to repair the holes left when cores are removed.

The cost of all thickness test to isolate a deficient area and the cost of retesting the corrected area shall be born by the contractor.

The cost of all retesting of compaction after additional rolling to correct compaction deficiencies shall be born by the contractor.

Areas reconstructed to remedy deficiencies shall meet all the requirements of these specifications and shall be tested in the same manner as original construction. The cost of all tests on reconstructed areas shall be born by the contractor.

5. ADDITIVES

Anti-stripping: An approved liquid anti-stripping agent shall be added to the asphalt used in the hot mix asphaltic concrete. The rate of application shall be in accordance with the manufacturer's recommendation. The minimum anti-stripping agent added shall be one-half (l/2) of l%.

The anti-stripping agent used shall have a proven record when used with similar aggregate and shall be approved by the engineer in writing prior to the date set for reception of bids.

DOUBLE COURSE ASPHALT SURFACE TREATMENT

1. SCOPE

The work to be done under this section consists of furnishing all labor, materials and equipment necessary to construct a Double Asphalt Surface Treatment on the prepared base course in accordance with the sections shown on the plans and as specified herein or as directed by the Engineer.

2. MATERIALS

2.1 Asphalt

The asphalt used shall be of the grade and type specified below. The material shall be homogeneous and free from water, shall not foam when heated to 347° F., and shall meet the following requirements.

Viscosity Grade AC-5
Texas Highway Department 1982 Specifications

Viscosity 140 F. Stokes	500 +/- 100	
	Min.	Max.
Viscosity 140 F. Stokes	1.4	--
Penetration 77° F. 100 g. 5 sec.	135	--
Flash Point C.O.C.F.	425	--
Solubility in trichlorethylene percent	99.0	--

Tests on residues from thin film oven test:

Viscosity 140 F. Stokes	--	1500
Ductility, 77° F. 5 cms per min. cms.	100	--

Spot Test – negative for all grades.

2.2 Aggregate

All aggregate shall be composed of sound and durable particles of crushed stone or crushed gravel. At least eighty-five percent (85%) of the particles of the aggregate retained on the No. 4 sieve shall have one or more crushed faces. Aggregate particles shall be free from organic matter, clay, loam, or pebbles coated therewith, and shall not contain more that (5%) of slate, shale, schist or soft particles of sandstone. The aggregates shall have a percent of wear of not more than thirty-five (35). (Los Angeles Abrasion Tests of Coarse Aggregate, AASHO Designation

T-96 as revised). Crushed limestone will not be acceptable for this project.

Double Asphalt Surface Treatment

No. 1 Aggregate –	Retained on ¾" Sieve -	0% by weight
(Texas Highway	Retained on 5/8" Sieve -	0 – 2% by weight
Department 1982	Retained on ½" Sieve -	20, 35% by weight
Grade 3)	Retained on 3/8" Sieve -	85 – 100% by weight
	Retained on ¼" Sieve	95 – 100% by weight
	Retained on No. 10 Sieve-	99-100% by weight

No. 2 Aggregate -	Retained on ½" Sieve -	0% by weight
(Texas Highway	Retained on 3/8" Sieve -	0 – 5% by weight
Department 1982	Retained on No. 4 Sieve -	40 – 85% by weight
Grade 5)	retained on No. 10 Sieve -	98 –100% by weight
	Retained on No. 20 Sieve-	99 100% by weight

3. CONSTRUCTION METHODS

3.1 Preparation of base

If the surface of the base course is not in proper condition for placement of surfacing, it shall first be brought true to the section and grade as established. The base shall be checked, and any deviation in excess of ¼-inch from grade or from true cross section shall be corrected by scarifying then adding or removing material, reshaping and re-compacting by sprinkling and rolling. No "scab" or "featheredge" patches will be permitted. After correction of any defects in the base, it shall be cleaned of dirt, dust, or other deleterious material by sweeping or other approved methods and primed.

The base course shall be primed with MC-30 Asphalt as directed by the Engineer. The asphalt used shall meet the 1982 Texas Highway Department Specifications Item 300.

The base course shall be checked at least 24 hours in advance of placing the surfacing and any defects shall be repaired and re-primed. Immediately prior to placing the surfacing, the base shall be cleaned of all dirt, dust, or other deleterious materials by sweeping with rotary and hand brooms or other approved methods.

Prime coats shall not be applied more than 7 days in advance of placing the surface course. Areas that have been primed longer than the time

specified above prior to placing the surface course shall be re-primed at the Contractor's expense.

3.2 Handling and Applying Asphalt

All storage tanks, piping, retorts, booster tanks, and distributors used in storing or handling asphalt shall be kept clean and in good operating condition at all times, and they shall be operated in such a manner that there will be no contamination of the asphalt with foreign material. Asphalt shall not be heated above 400° F. at any time, and when applied, it shall be at a temperature of not less than 300° F. and not more than 350° F. The Engineer will select the temperature of application, and the Contractor shall apply the asphalt at a temperature within 15° of the temperature selected. All asphalt material heated above 400° F. will be rejected. Re-circulating heating equipment shall be equipped with recording temperature gauges.

The prime coat shall not be applied when the air temperature is below 50° F. and falling or when in the opinion of the Engineer weather conditions are not suitable. Prime coat shall not be applied when the temperature of the surface on which it is to be applied is less than 40° F. The prime coat shall be applied at least 24 hours in advance of placing the surface course. Prime coat shall be applied with an approved distributor at a rate of 0.30 gallon per square yard, or as directed by the Engineer.

Double Asphalt Surface Treatment shall not be applied when the temperature of the surface on which it is to be placed is below 50° F. and is falling but may be applied when the air temperature is above 40° F. and rising. No asphalt shall be placed when general weather conditions, in the opinion of the engineer, are unsuitable. No double asphalt surface treatment shall be placed from September 30 to April 15.

Asphalt shall be applied on the clean surface by an approved type of self-propelled pressure distributor so operated as to distribute the material in the quantity specified, evenly and smoothly, under a pressure necessary for proper distribution. The Contractor shall provide necessary facilities for determining the temperature of the asphalt in all of the heating equipment and in the distributor, for determining the rate and pressure at which it is applied, and for securing uniformity at the junction of two distributor loads. The beginning and ending of each shot of asphalt shall start and stop on a strip of heavy craft paper of not less than thirty (30) inches in width.

In areas inaccessible to the distributor, asphalt shall be applied by means of a hose and spray nozzles attached to the distributor. Care shall be

taken during application of any asphalt to shield the curb and gutter from the asphalt spray; satisfactory means of handling this matter will be insisted upon.

3.3 Application of Aggregate

Immediately after making the first application of asphalt, the surface shall be covered with No. 1 aggregate. The aggregate shall be spread with an approved self-propelled continuous feet aggregate spreader box, or approved equal, at rates as specified below or as directed by the Engineer. If necessary to obtain uniform distribution of aggregates, hand brooming and hand spotting of aggregates will be required. After completion of placing the aggregates, all areas shall be bull-wheeled with a three- wheeled roller weighing not less than 8 tons followed immediately by two complete passes with an approved self propelled pneumatic roller.

The second application of asphalt shall then be made and the No. 2 aggregate shall be applied in the same manner as stated above for the No. 1 aggregate. The Contractor shall be responsible for the maintenance of the surface and the distribution of the excess aggregate until the work is accepted.

On the two successive days following completion of the work as specified above, all areas shall be rolled with at least four complete coverage's with a pneumatic roller. This rolling shall be done in the warm part of the day.

3.4 Rate of Application of Materials

The asphalt and aggregate shall be applied at the rates specified in the following schedule:

Double Asphalt Surface Treatment

Application	Aggregate Gal. Asphalt/Sq. Yd.	Aggregate Cu. Yd. To Sq. Yds.	Designation
First	0.30	1:70	No. 1
Second	0.40	1:110	No. 2

3.5 Cleanup

After completion of the asphalt surfacing, all debris resulting from the construction shall be cleaned up and removed from the site of the work to

an approved place of disposal. The ditches, shoulders and back slopes shall be bladed and graded to true grades and cross sections as shown on the plans. The entire premises of the work shall be left in a clean condition satisfactory to the Engineer, and all costs of cleanup shall be included in the contract unit prices for the items of work involved.

DOUBLE COURSE ASPHALT SURFACE TREATMENT 1
1. SCOPE 1
2. MATERIALS 1
2.1 Asphalt 1
Viscosity Grade AC-5 1
Texas Highway Department 1982 Specifications 1
Viscosity 140 F. Stokes 1.4 -- 1
2.2 Aggregate 1
Double Asphalt Surface Treatment 2
3. CONSTRUCTION METHODS 2
3.1 Preparation of base 2
3.2 Handling and Applying Asphalt 3
3.3 Application of Aggregate 4
3.4 Rate of Application of Materials 4
Double Asphalt Surface Treatment 4
3.5 Cleanup 4

3/2006

PREPARATION OF ASPHALTIC CONCRETE SURFACE FOR OVERLAY OR SEAL COAT

1. GENERAL

This item includes patching, milling and incidentals to prepare the asphaltic concrete surface for tack coating and overlay or for application of a seal coat.

2. MATERIALS

a. Asphalt

Asphalt for hot mix asphaltic concrete shall be Grade ACl0 Texas Highway Department Item 300.

Asphaltic concrete shall be Type D or Type F Texas Highway Department Item 340 except when the overlay is the second phase of phased construction in which case the asphaltic concrete for full depth patching shall be the grade as shown on the plans.

b. Portland Cement Stabilized Base

Cement stabilized base shall conform to Texas Highway Department Item 274 and shall consist of caliche base materials described in Section 2-C of this specification. Stabilized using 2 sacks of Portland cement per cubic yard. Cement stabilized base may be blade mixed at or near the job site if the contractor can produce a uniformly mixed acceptable product by this method.

3. PATCHING

a. Patching Surface Raveling

Where, in the opinion of the engineer, surface raveling has caused sufficient loss of material to require patching, the contractor shall thoroughly clean the area to be patched by brooming, and/or compressed air nozzle. When the patched area is completely free of loose aggregate and other foreign matter the contractor shall lightly brush the area with emulsified asphalt type SS1 and apply Type F hot mix asphaltic concrete. The asphaltic concrete shall be raked using an asphalt rake and finished smooth a little higher than the existing surrounding surface and compacted using a steel wheel roller and/or a pneumatic roller. Rollers shall be sufficient size and weight to achieve

adequate compaction. Small areas may be compacted using vibrating plate compacters when approved by the Engineer.

b. Patching Deteriorated Surface

When, in the opinion of the engineer, the surface has deteriorated to a point where replacement is required the engineer shall mark the area to be removed and replaced. The contractor shall saw cut for the full depth of the asphaltic concrete and remove said pavement. The saw cut shall be rectangular in shape with the edges being parallel to and at 90` to the centerline of the street. The minimum width for any patch shall be one (l') foot. After the surface has been removed the base shall be carefully smoothed and all loose base material shall be removed. When needed the base shall be reprimed using a light shot of RC 250 or MC 30 asphalt. After the prime coat has penetrated the base material, the contractor shall apply tack coat to the sawed edges of the surface and place Type D asphaltic concrete to a sufficient depth above the existing surface to provide a compacted surface slightly higher than the adjacent surface. The patch shall be compacted to a density of 92% to 97% Rice density using steel wheel and or pneumatic rollers.

c. Patching Deteriorated Substructure

When the base and or subgrade have failed and are to be removed, the contractor shall remove the surface as specified for deteriorated surface patching. The weakened base shall be removed to a uniform depth to expose undamaged base or subgrade. The minimum depth of removal shall be six (6") inches. The base and subgrade thus removed shall be replaced with Portland cement stabilize base and compacted to 95% modified proctor density and finished at the level of the abutting base. The finished base shall be primed and the surface replaced as specified for patching deteriorated surface.

4. MILLING

Surface milling shall be accomplished using approved asphalt milling machines. The maximum depth of milling shall be one (l") inch.

Milling shall be as directed by the engineer to remove asphaltic concrete placed at valley gutters, gutters and at the ends of the first phase of phased construction for drainage and to remove the asphaltic concrete placed for a smooth connection between that phase and the existing paving. The Engineer may also direct milling to

remove ridges and ruts that have formed on the pavement surface.

The Contractor shall be responsible for controlling the milling operation so that only these areas which require milling are milled. No measurement or payment will be made for milling where only superficial surface marks are left and from which no material is removed. When milling is required to remove ridges and ruts the low areas between ridges and ruts will be considered as "milled surface" for payment.

If a smooth straight joint can not be made by milling the contractor may be required to saw cut a one (l") inch depth groove at the edge of the milled area and remove material between the saw cut and the milled area by hand. No separate payment will be made for this saw cut when required.

5. MEASUREMENT AND PAYMENT

a. Patching Surface Raveling

Measurement will be made of the actual square footage of surface area patched. Payment will be made at the price bid per square foot for patching surface raveling in the bid proposal.

b. Patching Deteriorated Surface

Measurement will be made of the square yards of street surface replaced.

Payment will be made for the actual number of square yards of street surface replaced at the price bid per square yard for patching deteriorated surface in the bid proposal.

c. Portland Cement Stabilized Base

Measurement will be made of the actual cubic yards of compacted cement stabilized base in place.

Payment will be made at the price per cubic yard bid for compacted in place Portland cement stabilized base in the bid proposal.

d. Saw Cutting

Measurement will be made of the actual length of full depth saw cut made as directed by the engineer. No measurement will be made of the sawing required to square up poor milling edges.

Payment will be made at the price per linear foot of full depth saw cutting for the actual number of feet of saw cut as measured above.

No payment will be made for saw cutting required to square up the edges left by improper, inadequate or poor quality milling.

e. Milling

Measurement will be made of the actual area milled. No measurement will be made of areas where milling leaves only superficial surface marks from which no material was removed.

Payment will be made for the actual number of square yards of surface milling as measured above at the unit price bid per square yard of surface milling in the bid proposal.

01/04

SEAL COAT

I. DESCRIPTION

This item shall consist of the application of liquid asphalt to the existing pavement surface followed by placement of cover aggregate and rolled to increase adhesion, together with other operations necessary to form a complete durable seal coat.

II. MATERIALS

A. Asphaltic Materials

The material shall be homogeneous, shall be free from water, shall not foam when heated to 347 degrees F and shall meet the following requirements:

		VISCOSITY GRADE	
TEST		AC-5 Min/Max	AC-10 Min/Max
Viscosity, 140 F stokes		500+100	1000+200
Viscosity, 275 stokes		1.4	1.9
Penetration, 77F, 100g, 5 sec.		135	85
Flash Point, C.O.C.F.		425	450
Solubility in trichlorethylene	%	99.0	99.0
Tests on residues from thin film oven test: Viscosity, 140 F stokes		1500	3000
Ductility, 77 F 5cms per min, cms		100	70
Spot Test		Negative for all grades	

B. Storage, Heating and Application Temperatures

Asphalt materials should be applied at the temperature which provides proper and uniform distribution and within practical limits avoiding higher temperatures than necessary. Satisfactory application usually should be obtained within the recommended ranges shown below. No material shall be heated above the following maximum temperatures:

Applications and Mixing

TYPE-GRADE	Recommended Range, F	Maximum Allowable, F	Heating and Storage Maximum, F
AC-5, 10	275-350	375	400

NOTE:Heating of asphalt materials (except emulsions) constitutes a fire hazard to various degrees. Proper precautions should be used in all cases and especially with RC cutbacks.

Warning to Contractors: Attention is called to the fact that asphaltic materials are very flammable. The utmost care shall be taken to prevent open flames from coming in contact with the asphaltic materials or the gases of same. The Contractor shall be responsible for damages from any fires or accidents which may result from heating the asphaltic materials.

C. Additives

1. Latex Additive: A minimum of two percent by weight latex additive (solids basis) shall be added to AC-5 asphalt when specified on the plans or in other specifications in the contract. The latex additive shall be governed by the following specifications:

The latex is to be an anionic emulsion of butadiene-styrene low-temperature copolymer in water, stabilized with fatty-acid soap so as to have good storage stability, and possessing the following properties:

Monomer ratio, B/S 70/30
Minimum solids content 67%
Solids content per gal @ 67% ..... 5.3 lbs
Coagulum on 80-mesh screen ..... 0.1% max

Type Anti-oxidant ..... staining
Mooney Viscosity of Polymer
(M/L4 @ 212 F) ....100 min
pH of Latex ..... 9.4 - 10.5
Surface Tension ..... 28-42 dynes/cm^2
Brookfield Viscosity
of Latex ..... 1200 ps max @ 67% solids

The finished latex-asphalt shall meet the following requirements:

Viscosity at 140 F, stokes ..... 1500 max
Ductility at 39.2F, 1cm per min, cm..... 100 min

2. Anti-stripping Agent. An approved liquid anti-stripping agent shall be added to the asphalt used on this project when called for on the plans or elsewhere in the specifications or bid proposal. The rate of application shall be in accordance with the manufacturers recommendations. The minimum anti-stripping agent added shall be one/half (1/2) of 1%. The anti-stripping agent shall be Permatac or approved equal.

D. Regular Aggregate

Regular aggregate shall be Type B Grade 4 or Grade 5 crushed gravel, or crushed stone as specified in Item 302 of the Texas State Department of Highways and Public Transportation (T.S.D.H.P.T.) 1982 Standard Specification for Construction of Highways, Streets, and Bridges with the following exceptions:

1. Limestone other than natural limestone rock asphalt will not be approved for use on this project.

2. Aggregate shall contain not more than 1% by weight of organic matter, clays, loam or pebbles coated therewith and shall contain not more than 5% by weight of any one of or combination of slate, shale, schist or soft particles of sandstone when tested in accordance with Test Method Tex-217-F.

3. Aggregate Gradation, expressed as a percentage of weight, shall be as follows:

Grade 4	Percent by Weight		
Retained on 5/8" sieve			0
Retained on 1/2" sieve	0	-	2
Retained on 3/8" sieve	5	-	35
Retained on No. 4 sieve	80	-	100
Retained on No. 10 sieve	98	-	100
Passing No. 200 sieve	0	-	0.5

Grade 5	Percent by Weight		
Retained on 1/2" sieve			0
Retained on 3/8" sieve	0	-	5
Retained on No. 4 sieve	40	-	85
Retained on No. 10 sieve	98	-	100
Retained on No. 20 sieve	99	-	100

When no aggregate grade is shown on the plans or called for elsewhere in the specifications or bid proposal, Grade 5 aggregate will be furnished.

4. The percent of wear, as determined by ASTM C-131, shall not exceed 25%.

5. The percent loss of the aggregate, as determined by ASTM C-88 using a magnesium sulfate solution and a four cycle test, shall not exceed 30%.

E. Precoated Aggregate

Precoated aggregate shall be Type PB Grade 4 or Grade 5 crushed gravel, or crushed stone as specified in Item 304 of the T.S.D.H.P.T. 1982 Standard Specification for Construction of Highways, Streets, and Bridges with the following exceptions:

1. Those exceptions listed in Paragraph II 2(B) above.

2. The precoated aggregate shall be coated with 1.0 to 2.0 per cent by weight of asphaltic cement of Grade AC-20.

F. Joint Paper

Paper used for starting and stopping asphalt application, as well as making fabricated paper discs to protect manhole covers and valve covers, shall be a non-absorbent, high grade 60# Kraft paper, 30" in width.

The contractor shall cover all manhole and valve box lids with paper discs, furnished by Contractor, immediately before application of asphalt and remove same immediately after application of rock.

G. Delivery Tickets

A legible copy of the delivery tickets for all materials to be used on this project shall be furnished to the City's representative at the time materials are delivered to the project stock pile and storage site.

III. CONSTRUCTION METHODS

A. Equipment

In general, all equipment used on this project shall be in good working order and in sufficient quantity to insure proper expedition of the seal operation.

1. Asphalt Handling Equipment

The asphalt distributor shall have been recently calibrated and the Engineer shall be furnished an accurate and satisfactory record of such calibration. The distributor shall be an approved type of self-propelled pressure distributor so operated as to distribute the material in the quantity specified, evenly and smoothly, under a pressure necessary for proper distribution. The Contractor shall provide all necessary facilities for determining the temperature of the asphaltic material in all of the heating equipment and in the distributor, for determining the rate at which asphalt is applied, and for securing uniformity at the junction of two distributor loads. All storage tanks, piping, retorts, booster tanks, and distributors used in storing or handling asphaltic material shall be kept clean and in good operating

condition at all times, and they shall be operated in such manner that there will be no contamination of the asphalt with foreign material. It shall be the responsibility of the Contractor to provide and maintain in good working order a recording thermometer at the storage heating unit at all times.

2. Drag Broom

A drag broom shall be required if the aggregate is not properly distributed. The drag broom shall be furnished at no additional cost to the City.

3. Pneumatic-tire Roller

Pneumatic-tire rollers shall be of the self-propelled type consisting of not less than 7 pneumatic-tired wheels, running on axles in such manner that the rear group of tires will not follow in the tracks of the forward group, and mounted on a rigid frame and provided with a loading platform or body suitable for ballast loading. The roller shall be not less that 10 tons in weight and carry not less than 50 pounds pressure in each tire.

4. Aggregate Spreader

Aggregate spreader shall be an approved self-propelled continuous feed aggregate spreader. The spreader shall be equipped with a disposable trash box for placing debris removed from spreader box scalping screen.

5. Miscellaneous Equipment

The Contractor shall have available for immediate use at no additional cost one rock blade and one drag broom if their use is required by the Engineer. These pieces of equipment shall not be pulled by rollers. In addition, the Contractor shall furnish one tail gate aggregate spreader and one dump truck, equipped to receive the tail gate spreader.

6. Truck Scale

A truck scale conforming to the requirements of item 520 of "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges" shall be furnished by the Contractor at aggregate stockpile sites.

B. Surface Preparation

The City of Midland will sweep all streets to be sealed ahead of the Contractor. This sweeping by the City of Midland is not intended to be a final cleaning preparation for the application of asphalt but is intended as an aid to the Contractor.

Prior to placing the seal coat, loose dirt and other objectionable material shall be removed from the existing surface by the Contractor. The surface will be cleaned with rotary brooms. Hand brooms will be used in areas not accessible to the rotary broom. The Engineer shall approve all streets before application of any asphalt.

C. Application of Bituminous Material

Paper shall be spread on the surface for a sufficient distance back form the end of each application so that flow through sprays may be started and stopped on the paper, and so that all sprays will operate properly over the entire length being treated.

No asphaltic material shall be applied when the total of air temperature plus pavement surface temperature is less than 120" F.

No equipment or vehicular traffic shall be allowed to cross over joint paper in place, except the distributor.

Immediately following the application of asphaltic material, the Contractor shall remove all joint paper and load same on a designated vehicle. At the end of each day, all paper shall be disposed of at the City Landfill.

Following all preparation outlined above, the Contractor shall immediately apply asphaltic materials at the specified rates and temperatures designated by the Engineer.

If the Contractor employs only one distributor in the seal operation, he shall be required to seal all designated filets and street stubs in the seal area before moving to another section of the City. If two distributors are used, one distributor will be employed only to seal filets and street stubs.

The use of a second distributor to seal filets and street stubs shall require the following additional equipment; one dump truck equipped with tailgate spreader, and one self-propelled pneumatic roller. All rolling shall be deferred until aggregate is dry.

D. Application of Aggregate

Aggregate shall be immediately and uniformly applied and spread by an approved self-propelled continuous-feed aggregate -8- spreader, unless otherwise authorized by the Engineer. Aggregate shall be applied at the approximately rate directed by the Engineer.

Vehicles used to transport aggregate from stockpiled area to spreading machine shall be weighed and a weight ticket issued for each load. Weight tickets shall show truck identification No., tare weight of truck, gross weight, and net weight of aggregate. The weight ticket shall be delivered to the city's representative at the aggregate spreader.

E. Rolling

A minimum of three (3) rollers shall be employed by the Contractor. Rolling shall be controlled by the Engineer during the entire project. The speed of all rollers will be held to a maximum of 5 miles per hour during the rolling process. When surface moisture is present on aggregate, "Rolling shall be deferred until aggregate is dry.

F. Stockpiling

All aggregate stockpiles shall be placed on a paved surface or areas acceptable to the Engineer.

When dust from the aggregate creates a nuisance or when aggregate fails to adhere to the asphalt the Engineer may require the Contractor to "water down" the aggregate stock pile.

When, directed by the Engineer, or desired by the Contractor, aggregate stockpiles will be "watered down". When the "watered down" aggregate does not adhere to the asphalt properly the Engineer may direct that water for this purpose contain 5% EA10S emulsified asphalt and/or an approved wetting agent. The Engineer may direct the contractor to increase the amount of emulsified asphalt added to the water if, in his opinion, desired results are not being achieved. No separate payment shall be made for emulsified asphalt, water or wetting agent but the cost shall be considered as an incidental cost for furnishing satisfactory aggregate.

G. Cleanup

Clean up shall be maintained on a timely manner as the work progresses. All debris scattered on the sidewalks and driveways shall be swept up by the Contractor. Sweeping debris onto freshly sealed streets shall not be allowed.

City forces will remove excess aggregate from the street and gutters after the project is completed.

H. Maintenance

The Contractor will be required to maintain all sealed streets until final acceptance of the project by the Engineer. Maintenance shall consist of adding additional coverstone when required, rolling, pony blading, or drag brooming.

IV. MEASUREMENT

Asphaltic material shall be measured in gallons at the applied temperature at the point of application.

Aggregate shall be measured by the ton in vehicles as delivered to the aggregate spreader and applied on the street. Trucks will not be allowed to leave the construction area with a partial load. If it becomes necessary for a truck to leave the area because of mechanical failure or other reasons, a second weigh ticket for that truck will be required.

Rolling shall be measured by the hours of actual rolling for each roller.

V. PAYMENT

Payment shall be made as provided under "Measurement" at the unit price bid for "aggregate", "asphalt", and "rolling" and shall be full compensation for furnishing and incorporating the materials "Aggregate" and "Asphalt" (and additives where applicable) into a composite product; for delivering, stockpiling; for brooming, compaction, and rolling; for cleaning the existing surface; for cleaning excess bituminous material; cleaning gutters; for cleaning sidewalks and driveways; for cleaning stockpile sites; for all required maintenance; for pony blading; for drag brooming; for adding additional cover aggregate; for all labor, equipment, supervision, tools, overhead, profit, and any other incidentals necessary to complete the work required under the conditions of these plans and specifications to the satisfaction of the Engineer.

08/07

ASPHALT - RUBBER SEAL COAT

(Stress Absorbing Membrane)

1. SCOPE

This specification covers the material, equipment, and construction procedures for a Stress Absorbing Membrane (seal coat).

2. PREQUALIFICATION OF A NEW ASPHALT-RUBBER MATERIAL

Pre-qualification of a new asphalt-rubber material or applicator may be requested at any time. Pre-qualification will be based on three controlled field applications evaluated after three years' performance under traffic. New asphalt-rubber material that has been evaluated and pre-qualified by an agency recognized nationally may be pre-qualified by that agency upon disclosure of suitable evidence of successful performance. Notwithstanding other agency pre-qualification, the City reserves the right to withhold pre-qualification pending the performance evaluation of local controlled field applications.

3. MATERIALS

3.1 Asphalt

The grade of asphalt cement for the asphalt-rubber mixture shall be AC - 5 or AC - 10 which shall comply with the requirements of Item 300 "Asphalt, oils and emulsions" of Texas State Department of Highways and Public Transportation 1982 Standard Specification for Construction of Highways, Streets and Bridges. The grade selected shall be based on laboratory testing by the asphalt-rubber supplier, to insure compatibility with the granulated reclaimed rubber.

If indicated necessary by laboratory testing, an approved anti-stripping additive may be added to the asphalt cement up to 1.0 percent by weight of asphalt.

3.2 Granulated Reclaimed Rubber

The granulated reclaimed rubber used shall be produced primarily from the processing of automobile and truck tires. The rubber shall be produced by ambient temperature grinding processes only.

The gradation of the granulated reclaimed rubber when tested in accordance with ASTM C-136 and using a 50 gram +/- 1 gram sample, shall meet the

following requirements:

Sieve Sizes	Percent Passing
#8	100
#10	95 - 100
#16	40 - 60
#30	0 - 10
#50	0 - 5

The use of rubber from multiple sources is acceptable provided that the overall blend of rubber meets the gradation requirements.

The individual granulated rubber particles, irrespective of diameter, shall not be greater in length than 3/16 inch (5mm).

The granulated rubber shall have a specific gravity of 1.15 +/- 0.05 and shall be free of loose fabric, wire and other contaminants except that up to 4 percent (by weight of rubber) calcium carbonate or talc may be added to prevent rubber particles from sticking together. The rubber shall be sufficiently dry so as to be free flowing and not produce a foaming problem when blended with the hot asphalt cement.

The granulated reclaimed rubber shall be accepted by certification from the rubber supplier.

3.3 **Diluent**

The diluent shall have the following properties:

Flash Point	130^{o} F Minimum
Initial Boiling Point (ASTM D-86)	340^{o} F Minimum
Dry Point (ASTM D-86)	390^{o} - 415^{o} F
Total Saturates	85% Minimum

3.4 **Asphalt - Rubber**

The asphalt-rubber supplier shall furnish to the engineer a minimum of 10 days before the beginning of membrane placement, the asphalt-rubber mix formulation which shall contain the following information:

Asphalt Cement
Source of Asphalt Cement

Grade of Asphalt Cement
Percentage of Asphalt Cement by total weight of the asphalt-rubber mixture.

Granulated Reclaimed Rubber
Source of Granulated Rubber
Grade of Granulated Rubber
Percentage of Granulated Rubber by total weight of the asphalt-rubber mixture.

If granulated rubber from more than one source is utilized the above information will be required for each granulated rubber used.

Diluent
Source of Diluent
Grade of Diluent
Percentage of Diluent allowable by volume of the asphalt-rubber mixture.

3.5 **Cover Aggregate**

Aggregate shall be composed of a clean and durable crushed rock, crushed gravel or crushed slag conforming to Item 304 "Aggregate for Surface Treatments (pre-coated)" of Texas State Department of Highways and Public Transportation 1982 Standard Specification for Construction of Highways, Streets and Bridges, grade No. 3 or No. 4.

Proposed aggregate samples shall be submitted to the asphalt-rubber supplier a minimum of 21 days prior to application, to test for aggregate stripping characteristics. The results shall be submitted to the engineer. Anti-strip will be included as a contingency bid item.

4. **EQUIPMENT**

4.1 **General**

The equipment used by the contractor shall include a self propelled rotary power broom or mobile pickup broom for pavement cleaning and excess cover material removal.

4.2 **Asphalt-Rubber Equipment**

All equipment utilized in the production and application of the asphalt-rubber shall be so designed and accessible that the Engineer can readily determine

the percentage by weight for each material being incorporated into the mixture and shall be as described as follows:

4.2.1 An asphalt heating tank with a hot oil heat transfer system or retort heating system capable of heating asphalt cement to the necessary temperature for blending with the granulated rubber. This unit shall be capable of heating a minimum of 3,000 gallons of asphalt cement.

4.2.2 An asphalt-rubber mechanical blender with a two stage continuous mixing process capable of producing a homogenous mixture of asphalt cement and granulated rubber, at the mix design specified ratios, as directed by the engineer. This unit shall be equipped with a granulated rubber feed system capable of supplying the asphalt cement feed system, as not to interrupt the continuity of the blending process. A separate asphalt cement feed pump and finished product pump are required. This unit shall have both an asphalt cement totaling meter in gallons and a flow rate meter in gallons per minute.

4.2.3 A truck mounted self powered distributor truck equipped with a retort heating unit, and an internal mixing device capable of maintaining a uniform mixture of asphalt cement and granulated rubber. It shall be equipped with a full circulating spreader bar and a pumping system capable of applying asphalt-rubber material within +/- .05 gallons per square yard tolerance of the specified application rate and must give a uniform covering of the surface to be treated. The distributor shall have a boot board on the rear of the vehicle and a bootman shall accompany the distributor. The bootman shall ride in a position so that all spray bar tips are in full view and readily accessible for unplugging if a plugged tip should occur. The distributor shall also include a tachometer, pressure gauge, volume measuring device and a thermometer.

4.3 Cover Material Spreader

The cover material (chip) spreader shall be a self-propelled machine with an aggregate receiving hopper in the rear, belt conveyors to carry the aggregate to the front, and a spreading hopper equipped with a full-width distribution auger and spread roll. The spreader shall be in good mechanical condition and be capable of applying the cover material uniformly across the spread at the specified rate.

4.4 Rolling Equipment

A minimum of three operational self-propelled pneumatic-tired rollers shall be used for the required rolling of the cover material. The pneumatic tired rollers shall carry a minimum loading of 3,000 pounds on each wheel and a

minimum air pressure of 100 pounds per square inch in each tire.

4.5 **Hauling Equipment**

Trucks for hauling cover material shall be tailgate discharge and shall be equipped with a device to lock onto the hitch at the rear of the cover material spreader. Haul trucks shall also be compatible with the cover aggregate spreader so that the dump bed will not push down on the spreader when fully raised or have too short a bed which results in aggregate spillage while dumping into the receiving hopper.

5. **CONSTRUCTION**

5.1 **General**

Streets to receive the asphalt-rubber stress absorbing membrane or seal coat shall be prepared in accord with Section 2-C-1 "Preparation of Asphaltic Concrete Surface for Overlay or Seal Coat" of these specifications.

Immediately prior to the application of the asphalt-rubber membrane, the surface shall be thoroughly cleaned in order to insure adequate adhesion of the asphalt-rubber to the pavement.

Due to the handling characteristics of asphalt-rubber, when radii and other irregular areas are to be sealed it is recommended that this be done with an RS or CRS chip seal emulsion or paving grade asphalt cement.

5.2 **Asphalt-Rubber Mixing and Reaction**

The percentage of granulated rubber shall be 23 percent plus or minus 3 percent by weight of total asphalt-rubber mixture, the exact granulated rubber content shall be as determined by the mix design submitted by the asphalt-rubber supplier. During membrane placement the granulated rubber percentage shall not fluctuate more than 1 percent by weight of total asphalt-rubber mixture.

The temperature of the asphalt cement shall be between 350^{o} and 400^{o} F at the addition of the granulated rubber. The asphalt and rubber shall be combined and mixed together in the asphalt-rubber blending unit and reacted in the distributor for a period of time as required by the engineer which shall be based on laboratory testing by the asphalt-rubber supplier. The temperature of the asphalt-rubber mixture shall be above 350^{o} F during the reaction period.

After the reaction between asphalt cement and granulated rubber has occurred, the viscosity of the hot asphalt-rubber-mixture may be adjusted for spraying and/or better "wetting" of the cover material by the addition of a diluent. The diluent shall comply with the requirements of Section 3.3 and shall not exceed 7.5 percent by volume of the hot asphalt-rubber mixture.

When a job delay occurs after full reaction, the asphalt-rubber may be allowed to cool. The asphalt-rubber shall be reheated slowly just prior to application but not to a temperature exceeding 350° F. An additional quantity of diluent not exceeding 3 percent by volume of the hot asphalt-rubber mixture may be added after reheating.

5.3 Application of Asphalt-Rubber Material

Placement of the asphalt-rubber membrane shall be made only under the following conditions.

1. The pavement surface temperature shall be 45° F and rising.

2. The pavement surface is clean and absolutely dry.

3. The wind conditions are not excessive.

4. All construction equipment such as asphalt-rubber distributor, cover material spreader, haul trucks with cover material, and rollers are in position and ready to commence membrane placement operations.

5. Rain is not imminent.

The asphalt-rubber mixture shall be applied at a temperature of 300° to 350° F at a rate of between .55 and .65 gallons per square yard. Transverse joints shall be constructed by placing building paper across and over the end of the previous asphalt-rubber application. Once the spraying has progressed beyond the paper, the paper shall be removed immediately and disposed of as directed by the engineer. All longitudinal joints shall not exceed a four inch overlap.

5.4 Application of Cover Material

Cover material shall be applied immediately to the asphalt-rubber after spreading at a rate of 25 to 35 pounds per square yard.
At the time of application to the asphalt-rubber, cover material shall be

surface dry so as to gain proper adhesion to the asphalt-rubber material.

5.5 Rolling

At least three operational pneumatic-tired rollers complying with the requirements of Section 4.4 shall be provided to accomplish the required embedment of the cover material. At some project locations or where production rates dictate, fewer rollers may be utilized as directed by the engineer. At no time shall there be less than two operational pneumatic tired rollers on a project.

Sufficient rollers shall be used for the initial rolling to cover the width of the aggregate spread with one pass. The first pass shall be made immediately behind the cover material spreader, and if the spreading is stopped for an extended period, the cover material spreader shall be moved ahead or off the site so that all cover material may be immediately rolled. Four complete passes with rollers shall be made with all rolling completed within one hour after the application of the cover material.

5.6 Traffic Control

Except when it is necessary that hauling equipment must travel on the newly applied membrane, traffic of all types must be kept off the membrane until it has had time to set properly. The speed of all hauling equipment shall not exceed 15 miles per hour when traveling over a membrane which is not adequately set. The minimum traffic free period shall not be less than one hour.

5.7 Removing Loose Cover Material

Sweeping can begin a minimum of one hour after membrane placement.

5.8 Method of Measurement and Basis of Payment

5.8.1 Asphalt-Rubber

a) Measurement will be made of the actual number of gallons of Asphalt-Rubber including asphalt placed in accord with these specifications.

b) Payment will be made at the price bid per gallon of Asphalt-Rubber in the bid proposal and will be full compensation for furnishing all asphalt, rubber, extender and for all labor,

equipment and incidentals for placing the asphalt-rubber on the Street surface.

5.8.2 **Cover Aggregate**

a) Measurement will be made of the actual number of tons of pre-coated aggregate placed in accord with these specifications.

b) Payment will be made at the price bid per ton of pre-coated aggregate in the bid proposal and shall be full compensation for furnishing all pre-coated aggregate and for all labor and equipment including rollers and rolling for the complete surface in place.

5.8.3 **Rolling**

a) No measurement will be made of rolling but rolling shall be considered as incidental to placing of the cover aggregate.

b) No separate payment will be made for rolling. The cost of rolling shall be included in the price per ton of cover aggregate in the bid proposal.

5.8.4 **Anti strip agent**

a) Anti stripping agent, when used, shall be measured by the gallon.
b) Payment for anti stripping agent shall be made at the price per gallon of anti stripping agent bid in the bid proposal.

08/07

POLYMER MODIFIED SLURRY SEAL (MICRO-SURFACE)

I. SCOPE

This specification covers the design, application, testing, quality control and measurement and payment for a complete in place "polymer modified micro surface" constructed on existing paved surfaces cleaned and prepared in accordance with the item 2-C-1 "PREPARATION OF ASPHALTIC CONCRETE SURFACE FOR OVERLAY OR SEAL".

2. DESCRIPTION

This specification covers all materials, equipment, construction and application procedures for rut filling and/or surfacing of existing paved surfaces. The micro-surfacing shall be a mixture of cationic polymer modified asphalt emulsion, mineral aggregate, mineral filler, water and other additives, properly proportioned, mixed and spread on the paved surface in accordance with this guideline and as directed by the Engineer.

3. MATERIALS

3.1 Emulsified Asphalt

(1.) The emulsified asphalt shall be a cationic emulsified type, designated as CSS-1P and shall comply with the following requirements.

	Min.	Max.
Viscosity, Saybolt Furol, 25 C (77 F), Sec.	**20**	**100**
Storage Stability test, one day, percent	**-**	**1**
Particle charge test		**Positive**
Sieve test, percent	**-**	**0.1**
Distillation:		**-** **-**
Oil distillate, by volume of emulsion, %	**-**	**0.5**
Residue, %		**62** **-**
Test on Residue from Distillation:		
Penetration, 77 F, 100 g, 5 seconds	**55**	**90**
Ductility, 77 F, 5 cm/min, cm	**70**	**-**
Solubility in trichloroethylene , %	**97**	**-**
Softening Point, R. & B., F	**135**	**-**
Viscosity, absolute 60 C (140 F), Poise		**8000** **-**

This standard distillation procedure shall be modified as follows: The temperature on the lower thermometer shall be brought slowly to 350 degrees plus or minus 10 degrees F and maintained at this point for 20 minutes. Complete the total distillation in 60 plus or minus 5 minutes from the first application of heat.

(2). The emulsion shall be modified with an approved Polymer. The distillation residue of the modified emulsion shall contain a minimum of three percent (3%) polymer solids by weight. The modified emulsion shall pass all applicable storage and settlement tests. The polymer material shall be milled into the emulsion or blended into the asphalt cement prior to the emulsification process. The cement-mixing test shall be waived for this emulsion.

(3). The polymer modified emulsified asphalt shall be so formulated that when the paving mixture is applied with the relative humidity at not more than 50% and the ambient temperature at least 75^{o} F, the paving mixture will sufficiently cure so that uniformly moving traffic can be allowed in approximately one hour. Locations such as driveways, Intersections and where sharp turning may take place or where vehicles may accelerate sharply, additional curing time may be required.

(4). The contractor shall notify the Engineer of the source of his asphaltic material prior to the design or production of the surfacing mixture and this source shall not be changed during the course of the project, except on written permission by the Engineer.

3.2 Mineral Aggregate

(1) Description. One Hundred percent (100%) of the mineral aggregate shall be crushed and shall be composed of clean, tough and durable particles of traprock, granite, sandstone or other approved aggregates. A sand equivalent of 65 or higher is required. The aggregate shall have a weight loss of not more than 12% when sodium sulfate is used or 18% when magnesium sulfate is used in accordance with Test Method Tex-411-A, using 5 cycles. The aggregate shall be one that has proven resistant to polishing in roadway surfacing.

(2.) Grades. When tested by Test Method Tex-200-F, Part I, the gradation requirements shall be as follows:

Grade 1 (Fine Graded Surface Course)	Percent Aggregate By Weight
Passing 3/8" sieve	100
Passing No. 4 sieve	98-100
Passing No. 8 sieve	75 -90
Passing No. 16 sieve	50- 75
Passing No. 30 sieve	30- 50
Passing No. 50 sieve	18- 35
Passing No. 200 sieve	5 -15

Grade 2 (Coarse Graded Surface Course)	Percent Aggregate By Weight
Passing 1/2" sieve	100
Passing 3/8" sieve	99-100
Passing No.4 sieve	86- 94
Passing No. 8 sieve	45- 65
Passing No. 16 sieve	25- 46
Passing No. 30 sieve	15 - 35
Passing No. 50 sieve	10 - 25
Passing No. 200 sieve	5- 15

(3.) Mineral Filler. Mineral filler shall be non-air entrained Portland cement that is free of lumps or foreign matter.

3.3 Water

The water shall be portable and shall be free of harmful soluble salts.

3.4 Other Additives

Additives supplied by the emulsion manufacturer may be added to the emulsion mix or to any of the component materials to provide control of the set time in the field.

4. LABORATORY EVALUATION

4.l General

Before work commences, the contractor shall submit a signed mix design covering the specific materials to be used on the project. This design shall be performed by the contractors or suppliers laboratory or by a qualified laboratory chosen by the owner. Once the materials are approved, no substitution will be permitted, unless first tested and approved by the laboratory preparing the mix design. The cost of mix design shall be born by the contractor.

4.2 Designing Job Mix

The qualified laboratory shall develop the job mix design and present certified test results for the contractor approval. Compatibility of the aggregate and modified CSS-1P shall be verified by the mix design. The mix design must be made using samples taken from the actual materials proposed for use in the project and in accordance with the procedures and requirements of Article 5.1 below.

5. PAVING MIXTURE

5.1 Mixture Design.

The mix shall be designed in accordance with Texas State Highway Department Bulletin C-14 and Test Method Tex-204-F, using Test Method Tex-227-F to supplement Test Method Tex-201-F and Tex-202-F to conform to the requirements herein. The above laboratory mixing and curing procedures may be modified as approved by the Engineer. The emulsified asphalt content will be selected by the Engineer to provide an optimum laboratory compacted density within the range of 94 to 97%. A minimum Hveem stability of 35 is required for placements exceeding a depth of twice the maximum aggregate size.

This is a mix design requirement, to be verified by testing of trial batch material prior to placement of project material. Hveem Stability testing will be performed by the selected laboratory. The Engineer will determine the frequency of job control density and stability testing. The Contractor shall furnish the mix design for the type of mixture specified together with applicable design worksheets and data. The Bulk Specified Gravity will be determined for each aggregate to be used in the design mixture. If the determined values vary by 0.300 or more, the mixture design will be by the Volumetric Method, Test Method Tex-204-F, Part II. To substantiate the design, trial mixtures will be produced and tested using all of the proposed project materials and equipment prior to any placement. The Engineer may waive trial mixtures if the same design has been proven to be in conformance with these requirements.

5.2 Composition of Mixture.

The Engineer shall approve the design mix and all micro-surfacing materials and methods prior to use and shall designate the proportions to be used within the following limits.

Residual Asphalt	**6 to 9 percent by weight of dry aggregate or 13.5 to 23 percent by volume of the aggregate**
Mineral Filler	**0.5% to 3.0% by dry weight of aggregate**
Modifier	**As required to provide the specified properties**
Water	**As required to provide proper consistency**

5.3 Type

The paving mixture shall consist of a uniform mixture of coarse aggregate, fine aggregate and asphaltic material. The mix may also contain mineral filler and/or additives when required.

The mixture shall be designed so that the mineral aggregate will produce a gradation, which conforms to the limitations for the master grading for the type specified herein. The gradation will be determined in accordance with Test Method Tex-200-F (Dry Sieve Analysis) and shall be based upon aggregate only. The amount of asphaltic material shall conform to the limitation for the type specified.

The aggregate grade shall be as shown on the plans. If no grade is shown on the plan grade 2 aggregate shall be used.

5.4 Tolerances

The aggregate portion of the paving mixture produced shall not vary from the design gradation by more than the tolerances that follow. The material passing the No. 200 sieve is further restricted to conform to the limitations for the master grading for the type specified. The asphaltic material portion of the paving mixture shall not vary from the design amount by more than the allowed tolerance and is also restricted to conform to the master limits. The method of test for determining the aggregate gradation and asphalt content of the mixture shall be Test Method Tex-210-F or other methods of proven accuracy.

	Percent by Weight or Volume as Applicable
Passing 3/8" sieve, retained on No. 4 sieve	**Plus or minus 5**

Passing No. 4 sieve, retained on No. 8 sieve	**Plus or minus 5**
Total retained on No. 8 sieve	**Plus or minus 5**
Passing No. 8 sieve, retained on No. 16 sieve	**Plus or minus 3**
Passing No. 16 sieve, retained on No. 30 sieve	**Plus or minus 3**
Passing No. 30 sieve, retained on No. 50 sieve	**Plus or minus 3**
Passing No. 50 sieve, retained on No. 200 sieve	**Plus or minus 3**
Passing No. 200 sieve	**Plus or minus 2**

Asphaltic Material Plus or minus 0.5 by wt. or l.2 by vol.

6. EQUIPMENT

6.1 General.

All equipment for the handling of all materials and mixing and placing of the mixture shall be maintained in good repair and operating condition and subject to the approval of the Engineer. Any equipment found to be defective and potentially affecting the quality of the paving mixture will be replaced or, at the option of the Contractor, satisfactorily repaired. It will be the contractor responsibility to prove to the Engineer that the repaired equipment is properly functional.

6.2 Mixing and Proportioning Equipment.

(1.) The material shall be mixed by a self-propelled micro-surfacing mixing machine which shall be a continuous flow mixing unit able to accurately deliver and proportion the aggregate, emulsified asphalt, mineral filler, field control additive and water to a revolving multi-blade twin shafted mixer and discharge the mixed product on a continuous flow basis. The machine shall have sufficient storage capacity for aggregate, emulsified asphalt, mineral filler, field control additive and water to maintain an adequate supply to the proportioning controls. The machine shall be equipped with self-loading devices, which provide for the loading of all materials while continuing to lay micro surfacing.

The machine shall be equipped with opposite side driving stations to optimize longitudinal alignment. The machine shall be equipped to allow the mix operator to have full hydrostatic control of the forward and reverse speed during application of the micro-surfacing material.

The self-loading devices, opposite side driving stations and forward and reverse speed controls shall be original equipment manufacturer design.

(2). Individual volume or weight controls for proportioning each material to be added to the mix shall be provided. Each material control device shall be calibrated and properly marked.

(3) The aggregate feed to the mixer shall be equipped with a revolution counter or similar device so the amount of aggregate used may be determined at any time.

(4) The emulsion pump shall be a positive displacement type and shall be equipped with a revolution counter or similar device so that the amount of emulsion used may be determined at any time.

(5.) The mixing machine shall be equipped with a water pressure system and nozzle type spray bar to provide a water spray immediately ahead of and outside the spreader box.

(6.) The mixing machine shall be equipped with an approved fines feeder that shall provide a uniform, positive, accurately metered, predetermined amount of the specified mineral filler.

6.3 Spreading Equipment.

The paving mixture shall be spread uniformly by means of a mechanical type spreader box attached to the mixer, equipped with paddles, screws or augers to agitate and spread the materials throughout the box. A front seal shall be provided to insure no loss of the mixture at the road contact surface. The rear seal shall act as a final strike off and shall be adjustable and shall break in the middle so that the screed can be adjusted to fit the crown of the street including inverted crowns. The rear seal carrier shall be capable of being fitted with a rubber seal or a steel strike off bar.

The spreading equipment shall be readily adjustable in width so that laying widths can be changed without undue delay before starting each pass if necessary.

The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved to produce a free flow of material to the rear strike-off. The seam where two spreads join, shall be neat appearing and uniform.

7. STOCKPILING AND STORAGE.

7.1 Aggregate Storage.

If the mineral aggregates are stored or stockpiled, they shall be handled in such a manner as to prevent segregation, mixing of the various materials or sizes, and contamination with foreign materials. The grading of aggregates proposed for use and as supplied to the mixing plant shall be uniform. Suitable equipment of acceptable size shall be furnished by the Contractor to work the stockpiles and prevent segregation of the aggregates. The mineral aggregate shall be screened and weighed at the contractor stockpile prior to job site delivery. The Engineer shall approve screens and scales.

7.2 Storage and Heating of Asphaltic Materials.

The asphaltic material storage shall be ample to meet the requirements of the plant. Asphalt shall not be heated to a temperature in excess of that specified
in the Item "Asphalt's, Oils and Emulsions" Texas Highway Department 1982 Standard Specifications. All equipment used in the storage and handling of asphaltic material shall be kept in a clean condition at all times and shall be operated in such manner that there will be no contamination with foreign matter.

8. CONSTRUCTION METHODS

8.1 General

It shall be the responsibility of the Contractor to produce, transport, and place the specified paving mixture in accordance with these specifications and as approved by the Engineer.

8.2 Street Preparation

Prior to starting the micro-surfacing operation, streets designated to be surfaced shall be prepared in accordance with item 2-C-1 "Preparation of Asphaltic Concrete Surface for Overlay or Seal".

8.3 Weather Limitations.

The material shall be spread only when the atmospheric temperature is at least fifty (50 degrees) F and rising and the weather is not foggy or rainy. No material will be placed when the surface on which it is to be placed is below 50^{o} F.

8.4 Final Surface Preparation

Immediately before placing the micro-surface, the area to be sealed shall be thoroughly cleaned of all vegetation, loose aggregate and soil, and moistened. Water for prewetting the surface shall be applied immediately ahead of the spreader box by use of a pressure spray bar equipped with nozzles that produce a fine mist. The rate of application of water shall be sufficient to dampen the entire surface without any free flowing water ahead of the spreader box. The rate of the mist spray shall be adjusted from time to time during the placing operation to accommodate changes in temperature, surface texture, humidity and dryness of the pavement surface.

8.5 Placing the Mix

(1). The mixture shall be spread to fill cracks and minor surface irregularities and leave a uniform skid resistant application of aggregate and asphalt on the surface. The finished surface shall be neat in appearance without drag marks, excessive buildup or other detracting irregularities.

(2). The speed of operation of the surfacing equipment shall be controlled by the mixer operator at forward speeds between 85 and 225 feet per minute depending on conditions and appearance of the newly placed surface.

If transverse rippling occurs the speed of the equipment shall be reduced until the ripples disappear.

(3). The Engineer shall designate either rubber seal/screed or the steel strike off screed according to the Project requirements.

(4). The depth of mixture in the spreader box shall be carefully controlled to prevent transverse ridging and premature setup of material in the corners of the box and ahead of the screed. In general the depth of mixture in the box should be approximately to the mid point of the auger-agitator.

(5). Auxiliary equipment shall be kept in good working order and free of leaks. Any truck or transport used to bring materials on to the street being surfaced that develops leaks either of the material being transported or fuel and/or oil leaks will be removed from the job site and not allowed to return until it has been thoroughly repaired.

Scales and screens used at the contractors stockpile and storage site shall be kept in good working order.

(6). Spills of surfacing materials or fuel, oil or other detrimental substances on the street ahead of the surfacing operation shall be thoroughly removed before the surface is placed. This may required the operation to be shut down until the street has been cleaned.

(7). No excessive streaks shall be left in the finished surface. When such excessive streaking occurs, the operation shall be immediately stopped and corrective action is taken before resuming the operation.

8.6 Joints

(1). Longitudinal joints shall be placed on lane lines. On residential streets an eight-foot parking lane will be assumed with the centerline being the other lane line.

(2). All longitudinal and transverse joints shall be straight and neat in appearance without excessive build up or bare spots. Any irregularity shall be corrected immediately before the material has started to set up.

(3). The overlap at longitudinal joints shall not exceed 4 inches. When the overlapped pass is only partially set care shall be exercised to avoid skid marks. Any skid marks that occur shall be immediately corrected by removing any partially set material that has been displaced and placing fresh mix in the mark and shaping by use of Lutes, squeegees, hand drags, etc.

Overlapping of longitudinal joints shall not leave a visible build up. Any buildup shall be immediately removed by use of lutes, squeegees, hand drags, shovels or other approved means.

8.7 Mix Stability

The modified mixture shall posses sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading; it shall be free of excess water or emulsion and free of segregation of the emulsion and aggregate fines from the coarser aggregate.

8.8 Hand Work

Areas that cannot be reached with the mixing machine shall be surfaced using hand squeegees to provide complete and uniform coverage. The area to be hand-worked shall be lightly dampened prior to mix placement. Care shall be exercised to leave no unsightly appearance from handwork. The same type finish as applied by the spreader box shall be required. Handwork shall be completed during the machine applying process.

8.9 Lines

Care shall be taken to insure straight lines along curbs and shoulders. No runoff on these areas will be permitted. Lines at intersections will be kept straight to provide a good appearance.

8.10 Work Force

The contractor shall maintain a work force of adequate size to accomplish the work as specified herein, including the loading and transporting of materials to the job site, the placing of the micro surface, the monitoring of joints and surface and the correction of any deficiencies that occur.

If, at any time, the Engineer or his representative determines that the work force is not adequate to perform all the tasks required for the proper completion of the micro surfacing, work on the project will be halted until adequate personnel are provided and/or modifications in procedure are implemented that will assure proper placement of the surfacing material.

8.11 Scratch or Level up course

A scratch or level up course will be required on certain streets as shown on the plans and/or as directed by the Engineer. This course shall be the same material as the polymer modified surface course and will be placed in the same manner except the spreader shall be equipped with a steel strike off screed. This screed shall be set to run as close to the pavement surface as practical.

The appearance of this course is not as critical as the final surface so long as any marks or blemishes that occur are not of such magnitude that they will affect the appearance of the final course.

8.12 Correction of Deficiencies and Blemishes

After the laydown work is completed and before final acceptance by the

Engineer, spot application of micro- surfacing material may be required to correct any deficiencies such as streaks, scuff marks, tire tracks, gaps, etc. to improve the ride quality and overall appearance. The spot application shall be performed with a full width spreader box when required.

9. QUALITY CONTROL

9.1 Materials

The contractor will permit the Engineer and/or the Independent laboratory to take samples of the aggregate and asphalt emulsion used in the project at the Engineers discretion. Gradation and sand equivalent tests may be run on the aggregate and residual asphalt content tests on the emulsion. Test results will be compared to specifications. Tests will be run at the expense of the owner. The owner must notify the contractor immediately if any test fails to meet the specifications.

9.2 Polymer Modified Micro-Surfacing

Samples of the material may be taken directly from the mixing unit(s). Consistency and residual asphalt content tests may be made on the samples and compared to the specifications. Tests will be run at the expense of the owner. The owner must notify the contractor immediately if any test fails to meet specifications.
The Engineer may use the recorders and measuring facilities of the unit to determine application rates, asphalt emulsion content, mineral filler and additive.

9.3 Non-Compliance

If any two successive tests fail on the stockpile material, the job shall be stopped. It is the responsibility of the contractor, at his own expense, to prove to the Engineer that the conditions have been corrected. If any two successive tests on the mix from the same machine fail, the use of the machine shall be suspended. It will be the responsibility of the contractor, at his own expense, to prove to the Engineer that the problems have been corrected and that the
machine is working properly.

10. CLEAN UP

10.1 Protecting and Cleaning Manholes and Valves

Prior to beginning the sealing operation the contractor shall locate all manhole covers and valve boxes in the area to be sealed. Placing one or

more layers of heavy craft paper or other suitable material over them shall protect manhole covers and valve boxes. The protective covering shall be secured in place so that it does not move or tear during the sealing operation. The contractor shall remove the protective covering and any seal material placed over manhole covers and valve boxes as soon as the seal has set sufficiently to prevent damage to the adjoining seal in the process. The edges around manhole covers and valve boxes shall be neat and smooth and shall conform to the shape and size of the manhole cover or valve box.

10.2 Streets

Clean up along streets shall be accomplished as the work progresses and any excess material that is raked onto or otherwise placed on adjoining concrete curb and gutter, valley gutters or fillet areas or on adjacent asphalt or concrete paving shall be removed before it breaks or sets up.

Before a section of street is opened to traffic all clean up work shall be completed on that section.

11. MEASUREMENT AND PAYMENT

11.1 General

Payment will be made for these items listed in the bid proposal only. All work, materials, labor and appurtenance required to complete the project as shown on the plans or called for in the specifications but not listed in the bid proposal shall be considered as incidental and no separate payment will be made. The cost of these incidentals must be included in the price bid for the various items listed in the bid proposal.

11.2 Measurements

(1). Measurement will be made of the actual number of tons of each type or grade of the Composite Polymer Modified Slurry Seal (Micro-Surface) complete in place. For this specification a ton is considered 2000 lbs. and the composite slurry seal mixture is defined as the asphalt,
aggregate and additives.

All materials shall be weighed on certified public scales or the contractor shall place a set of standard truck scales at a site approved by the Engineer. Scales shall conform to the requirements of the item "Weighing and measuring equipment" Texas Highway Department 1982 Standard Specifications.

(2). Aggregate - The quantity of aggregate used in the accepted portions of the work shall be measured by net ticket weight of each individual load of
aggregate shipped to the project from the approved job site scale.

The weight of mineral additive used shall be calculated and included in the total aggregate weight.

(3). Polymer Modified Asphalt Emulsion. The quantity of polymer modified asphalt emulsion in the accepted portion of the work shall be measured by tons of material based on the accepted load tickets issued from the manufacturer. At the completion of the project any unused emulsion shall be weighed back and that quantity deducted from the accepted asphalt emulsion quantity delivered.

11.3 Payment

Payment will be made for the number of tons of micro surface measured at the applicable unit price bid per ton of micro surface in the bid proposal. This payment shall be full and complete compensation for the complete in place micro surface.

08/07

P.V.C. PIPE CASINGS

1. SCOPE

   This item consists of furnishing and installing PVC pipe for casing for future water and electric lines at locations shown on the plans or as directed by the Engineer.

2. MATERIAL

   Pipe shall be ASTM D 1785 schedule 40 PVC pipe or ASTM D 2241 PVC SDR 32.5 pressure pipe. The ASTM designation and schedule or SDR shall be clearly marked on the outside of the pipe.

3. CONSTRUCTION

   Pipe shall be laid in straight alignment and grade in trenches as narrow as the diameter of the pipe can be laid. Pipe shall be placed after the sub grade is prepared but before base material is placed. Bedding under the pipe shall be a minimum of 2 inches in thickness and shall be carefully graded and leveled before pipe is placed. Joints shall be water tight. They may be solvent cement welded using approved materials, or may be made using a gasketed collars or push on gasketed bell and spigot. When collars are used care shall be exercised to assure that the collar is centered over the joint. All joints shall be made in accord with the manufacturer's recommendations. After pipe has been joined and inspected the pipe shall be encased in bedding/encasement material to a thickness of 3 inches above the pipe. Care shall be exercised to be sure the encasement material is worked in under the haunches of the pipe and compacted along the side of the pipe to assure adequate lateral support. The balance of the trench shall be back filled using cement stabilized backfill consisting of 2 sacks of Portland cement to 1 cubic yard of blow sand or crushed caliche mixed with sufficient water to form a stiff place able mixture that can be consolidated in the trench by rodding or vibrating. The back fill shall be "struck off" at the finished sub grade level using square point shovels or suitable screeds. The ends of the pipe shall be tightly plugged to prevent the entrance of water debris or other foreign material. These plugs shall be PVC or rubber stoppers designed to endure until the water lines and/ or electric lines are places.

4. MEASUREMENT AND PAYMENT

   Casing pipe shall be measured by the linear foot along the center of the pipe and shall be paid for at the unit price in the bid proposal.

WATER LINE SPECIFICATIONS

1. SCOPE OF WORK

The work covered by this section consists of all water pipe lines and piping, including valves, valve boxes, tapping sleeves, fire hydrants and other accessories, required to complete the project. The contractor shall furnish all materials, labor, superintendence, tools, equipment and incidentals necessary for the complete construction of this work in accordance with the drawings and these specifications.

2. PIPE AND MATERIAL

2.1 General

Pipe shall be polyvinyl chloride (PVC) AWWA C900, ductile iron AWWA C-151 or steel cylinder concrete pipe AWWA C-303.

2.2 Polyvinyl Chloride (PVC) Pipe

A. PVC pipe furnished for use on this project shall conform to the requirements of AWWA C900 Polyvinyl Chloride (PVC) Pressure Pipe, 4 in. through 12 in., for water distribution pressure class 150, DR18. and shall be NSF approved for potable water supply.

B. The pipe furnished shall have an integral bell designed for joint assembly using elastomeric seals.

C. Markings for the pipe shall include all the requirements of AWWA C900 and the MSF approval stamp.

D. Elastomeric seals shall be furnished by the pipe manufacturer. Seals shall be manufactured to conform with the requirements of ASTM F4 77 and shall be specifically designed for use with the pipe furnished.

E. Lubricants intended for use with PVC pipe and seals (gaskets) shall be compatible with both PVC and the seal material. Lubricant shall not support growth of bacteria and shall not adversely affect the potable quality of the water that is to be transported.

F. Pipe laying lengths shall be 20'.

G. Service taps on PVC water lines shall be made using hinged type or double strap type saddles. Tapping saddles shall support the full circumference of the pipe and shall have a bearing area of sufficient width along the axis of the pipe to prevent distortion of the pipe when saddle is tightened.

No direct taps into the wall of PVC pipe will be permitted.

Seals for tapping saddles shall be recessed into the body of the saddle and shall be

a rubber - compound conforming to the requirements of ASTM F477.

Tapping saddles shall be SMITH-BLAIR Taper Seal Style 313 or DMD Dresser style 194 or approved equal.

H. Tapped connections for water mains and fire lines made on PVC water mains shall be accomplished using full bodied ductile iron tapping sleeves of a pressure rating equal to or greater than the pressure rating of the pipe specified.

I. Bedding for AWWA C900 PVC water pipe shall extend from a minimum depth of 4 inches below the outside of the water line to a minimum cover of 6 inches over the top outside of the water line.

J. AWWA C900 PVC water pipe shall be installed in accord with the applicable requirements for installing ductile iron pipe.

Care shall be taken to install each joint of PVC water pipe to, but not beyond the factory insertion mark on the pipe.

When a joint of PVC water pipe must be cut, the end of the pipe shall be carefully beveled to match the factory bevel on the uncut pipe. An insertion mark matching the factory insertion mark on the uncut pipe must be made before the pipe is inserted into the bell.

When PVC water pipe is to be inserted into a ductile iron fitting or valve, the factory bevel must be removed to form a square plain end pipe.

2.2 (a) Metallic Marking Tape (For PVC Water Pipe)

2.2(a).1 General

When non-metallic pipelines are to be installed, then the Contractor shall furnish and lay, above the pipeline, a continuous strip of metallic identification tape.

2.2 (a).2 Tape Material

The metallic identification tape shall be at least two inches (2”) in width and shall be of corrosive resistant metal of sufficient thickness to be stable and reflect electronic signals to electronic pipeline detector when buried to a dept of twenty-four (24”) below normal ground level.

The metallic tape shall be painted blue on one side and shall have 1-inch high letters painted continuously on the same side of the tape which read, “CAUTION: BURIED WATER LINE BELOW” or other words to this effect.

The marking tape shall be “Detectable Warning Tape”, as manufactured by the Omega Marking Company, or equal approved by the Engineer.

2.2(a).3 Construction Methods

The Contractor shall backfill over non-metallic pipelines to a depth which is less than twenty-four (24”) and not more than twelve inches (12) from the top of the cut of the ditch section in which the pipeline is laid. Contractor shall stop the backfilling material to a generally uniform level. All machine tamping, jetting and other compaction activities shall be accomplished up to this point of height in the backfilling the marking tape is placed in the trench.

The Contractor shall then lay the marking tape in the pipe trench and shall be held in position by the spot placement of backfill materials over it to keep it from sliding t the sides and/or from being blown about in the ditch by the wind. The tape shall be lid with the painted side, which shall also be the side with the identification lettering on it, in the “up” position. The tape shall be laid in the flat position and kept there until backfill is accomplished.

The Contractor shall then complete the backfilling operation in such a manner that the marking tape is not cut, crimped, ruptured or separated by the backfilling work.

2.2(a).4 Measurement and Payment

No separate pay item will be provided for furnish and placing the marking tape. This item shall be considered subsidiary to the non-metallic pipe being placed.

2.3 Ductile Iron Pipe

A. All ductile iron pipe used in the construction of water works improvements shall be Cement Lined and shall be manufactured in accordance with and shall meet the requirements of AWWA Specification C-l5l.

B. Pipe shall be cast in lengths of not less than l2 feet and shall be designed for a working pressure of l50 pounds per square inch. Thickness of ductile iron pipe shall be as shown on the plans and bid proposal or shall be computed in accordance with AWWA Specification C-l50, based on l50 pounds per square inch working pressure for 10 feet of cover and laying condition 2.

C. All ductile iron pipe shall have an exterior, bituminous coating and an inside cement-mortar lining in accordance with the requirements of AWWA Specification C-l04.

2.4 Polyethylene Plastic Tubing

Service lines shall be constructed with polyethylene plastic tubing as specified in ASTM D 2737 with a rating of l60 psi.

2.5 Ductile Iron Pipe Fittings

All fittings for ductile iron pipe and PVC pipe shall be ductile iron and shall be mechanical joint all connections except tees for fire hydrant leads unless shown otherwise on the plans. Tees for connecting fire hydrant leads shall be MJ- with a flange outlet.

All ductile iron fittings shall conform to AWWA Specification C-110, designed for a working pressure of 250 psi. All ductile iron fittings shall have an external coating and shall be cement lined in accordance with the specifications for coating and lining the pipe.

2.6 Pretensioned Concrete Cylinder Pipe

A. The contractor shall furnish and install all concrete cylinder pipe and fittings, including connections and appurtenances complete as shown on the plans and specified herein.

B. The contractor shall submit six (6) sets of full and complete shop drawings on the concrete cylinder pipe and fittings. All of the drawings and data shall be complete and shall include a complete description of the pipe offered, including cuts, tabulated layout and all pertinent engineering data required for a complete evaluation of the submittal. Submittal data shall be in such form and so presented that the Engineer may readily review the data.

C. Prior to delivery of the pipe to the project site, the manufacturer shall furnish an affidavit certifying that all pipe, fittings, and specials, and other products and materials furnished, comply with the applicable provisions of this specification.

D. The pipe manufacturer shall furnish a factory trained, job experienced field representative who shall visit the project periodically during the course of installation. He shall also be subject to call by the contractor and/or engineer to advise and assist with the solution of field problems.

During visits, the representative shall observe all phases of the project including location and condition of pipe strung ahead of the contractor, trench width, if applicable, bedding and backfill, assembly of pipe joints and protection of steel. If, in the opinion of the representative any phase of the installation is unsatisfactory, he shall so advise the contractor's superintendent and also advise the owner or engineer's representative on the job site.

E. All closure sections shall be the jack on type and "field welding" will not be permitted without the written permission of the engineer.

F. Pipe manufacturer will install all necessary taps for the contractor to disinfect and field hydrostatic test the pipe.

G. Pretensioned concrete cylinder pipe, fittings and specials shall be designed, fabricated and tested in accordance with the latest requirements of AWWA C-303, "Reinforced Concrete Pressure Pipe Steel Cylinder Type, Pretensioned, for Water and Other Liquids" with additional requirements or modifications as described herein.

H. Pretensioned concrete cylinder pressure pipe shall be designed for l50 psi, working pressure and manufactured in 32 foot nominal lengths in accordance with the provisions of AWWA Standard C-303.

I. Inspection and Testing

(1) The owner reserves the option to have an independent testing laboratory, at the owner's expense, inspect pipe and fittings at the pipe manufacturer's plant to ensure compliance with the applicable specifications. The owner's testing laboratory and Engineer shall have free access to those parts of the manufacturer's plant that are necessary to ensure compliance with the governing standard. The pipe manufacturer shall notify the owner, in writing, at least two weeks ahead of pipe fabrication as to start of fabrication and fabricating schedule so that the owner can advise the manufacturer as to owners' decision regarding tests to be performed by an independent testing laboratory. In event the owner elects to retain an independent testing laboratory to make material tests and weld test, it is the intent that the tests be limited to one spot testing of each category unless the tests do not show compliance with the standard. If these tests do not show compliance, the owner reserves the right to have the laboratory make additional tests and observations to ensure compliance of the finished product with the standard.

(2) In any event, the manufacturer shall perform the tests described in AWWA C 303, and furnish the owner with a copy of the test reports, if requested, at the expense of the pipe manufacturer. The pipe manufacturer shall furnish the owner with affidavit of compliance as outlined in the standard.

(3) All welds for water tightness in special pipe and fittings that have not been hydrostatically tested may be examined by use of visible dye penetrant system meeting requirement of ASTM El65; however, collar reinforcement and all other lap welds shall be tested by introducing air under l0 psi pressure between the collar and cylinder and checking for leaks around and through the welds with soap solution.

The area to receive the dye penetrant shall be cleaned free from contaminants that might interfere with the penetrant process. The temperature of the steel in the weld area shall be between 60 and l25 degrees F. when the penetrant is applied. Dwell time of six hours shall be allowed after application of the penetrant and developer before interpreting the results.

Defects that are found shall be repaired and the test repeated until all defects

are eliminated. Colored penetrant shall be removed before fittings are lined.

2.7 Casing Pipe

Casing pipe to be installed in bore or open cut may be limited service pipe, corrugated galvanized steel pipe or new straight seam or spiral welded steel pipe. Casing pipe shall be furnished in thickness or gage as shown on the plans.

Limited service pipe proposed for use on this project must be approved a minimum of four (4) working days prior to the time of opening bids and shall be in good condition and shall meet the same service requirements as the corrugated galvanized steel or welded steel pipe.

Welded steel casing pipe shall be coated inside and out using a coal tar epoxy or shall be bituminous coated in side and out by the hot dip method.

2.8 Bedding Materials

A. All water pipelines placed on this project shall be bedded with crushed stone bedding materials to the minimum as shown on the plans and in the Detail Drawings.

B. Granular material furnished for foundation, bedding, encasement, backfill, or other purposes as may be specified, shall consist of any natural or synthetic mineral aggregate such as, crushed gravel, crushed rock, crushed stone, or slag, and shall conform to the following specifications and/or gradation.

Note, all materials used for these purposes shall be crushed and shall have at least two broken faces. Pea gravel will NOT be allowed.

	Foundation	Bedding	Encasement	Backfill
ASTM c33 Grade #57	X			
ASTM C33 Grade #67	X			
ASTM C33 Grade #8		X	X	
THD 1982 ITEM 302 Type "D" Grade #4		X	X	
THD 1982 Item 302 Type "D" Grade #5			X	
Crusher Fines**			*X	X

* 100 percent of crusher fines that are to be used within 12 inches of the top of pipe must pass the 3/4" sieve.

** Approximate Gradation for Crusher Fines

Sieve Size	% Passing
2 inch	100
#4	35 - 100
#10	20 - 100
#40	5 - 35
#200	4 - 10

Crushed stone material proposed as an alternate for use on this project and not meeting the above specifications must be approved in writing at least 48 hours prior to the time scheduled for opening bids.

C. Granular materials provided for Foundation, Bedding, Encasement, or backfill use as required by the contract, either as part of the pipe item work unit or as a separate contract item, shall be classified as to use in accordance with the following:

MATERIAL USE DESIGNATION	ZONE DESIGNATION
Granular Foundation	Placed below the bottom of pipe grade as replacement for unsuitable or unstable soils, to achieve better foundation support.
Granular Bedding	Placed below the midpoint of the pipe prior to pipe installation, to facilitate proper shaping and achieve uniform pipe support. Also for Class B Bedding where specified.
Granular Encasement	Placed below an elevation one half (6") foot above the top of pipe, after pipe installation, for protection of the pipe and to assure proper filling of voids and thorough consolidation of backfill.
Granular Backfill	Placed below the surface base course, if any, as the second stage of backfill, to minimize trench settlement and provide support for surface improvements.

In each case above, unless otherwise indicated, the lower limits of any particular zone shall be the top surface of the next lower course as constructed. The upper limits of each zone are established to define variable needs for material gradation and compaction or void content, taking into consideration the sequence of construction and other conditions. The material use and zone designations described above shall only serve to fulfill the objectives and shall not be construed to restrict the use of any particular material in other zones where the gradation requirements are met.

3. **VALVES AND VALVE BOXES**

3.1 General

A. Valves 4" through l2" shall be resilient seated gate valves with non-rising stems and shall open by turning to the left (counter clock wise).

B. Valves l4" and larger shall be resilient seated butterfly valves and have operators suitable for direct burial and shall open by turning to the left (counter clock wise).

All valves except valves for use in fire hydrant leads shall have mechanical joint ends unless shown otherwise on the plans. Valves for use in fire hydrant leads shall be flange by mechanical joint.

C. All valves and fire hydrants shall be spray coated with a two component thermal setting epoxy to cover all interior wetted ferrous surfaces. Finished coating shall have a minimum thickness of 4 mils. The coating shall conform to the coating section of these specifications.

D. All valves for buried service shall be equipped with 2" square AWWA operating nuts.

3.2 Gate Valves

A. Gate valves shall be iron body, resilient **wedge gate** and shall be in compliance with AWWA Standard C-509-80 or latest revision thereof and shall have the following design features:

B. All valves shall have a working pressure of 200 psi and shall be bottle tight tested at this pressure from both directions. The gate body shall also be hydrostatically tested at 400 psi. Zero leakage will be required in all tests. The body, bonnet, and stuffing box shall be flange together with ASTM A-307 Grade B bolts and nuts to insure repairability.

C. Stems shall be machined from modified manganese bronze rod with an integral forged thrust collar machined to size.

D. Stem seals shall be dual "O" ring type.

E. Valve discs shall be rubber encapsulated or have disc seat rings molded of natural rubber, internally steel reinforced retained to the disc by self-locking type 304 stainless steel screws. Valve gates shall seat against a machined epoxy coated mating surface in the body of the valve.

F. All internal ferrous metal surfaces (machined or cast) shall be factory spray coated with a two component thermosetting epoxy to a nominal thickness of 4 mils and the exterior shall be coated with asphalt varnish as specified for coating of the pipe. (See Sec. 3.4 of these specifications for epoxy coating).

G. Valves shall be Mueller A-**2360** or Dresser-M&H **4067** or approved equal. Any alternate (approved equal) to these specifications **shall have completely interchangeable parts with either of the specified valves.**

3.3 Butterfly Valves

A. General - All butterfly valves shall be of the rubber seated tight-closing type. They shall meet or exceed AWWA Standard C-504, Class l50B. Both valve ends shall be mechanical-joint per AWWA Standard C-lll. Accessories (bolts, glands, and gaskets) shall be supplied by the valve manufacturer.

B. All valves must use full AWWA C-504 Class l50 B valve shaft diameter, and full Class l50 B underground service operator torque rating throughout entire travel, to provide capability for operation in emergency service.

C. Valve body shall be high strength cast iron ASTM A 126 Class B with l8-8 type 304 stainless steel body seat. Valve vane shall be high strength cast iron ASTM A 48 Class 40 or ASTM A 536, Grade 65-45-l2 ductile iron having rubber seat mechanically secured with an integral l8-8 stainless steel clamp ring and l8-8 stainless steel self locking screws.

D. Rubber seat shall be a full circle 360^{o} seat not penetrated by the valve shaft. Valve shall have permanently set two way thrust bearing. Packing shall be designed for permanent duty in underground service.

E. Valve operator shall be of the traveling nut type, sealed, gasketed and lubricated for underground service. It shall be capable of withstanding an overload input torque of 450 ft. lbs. at full open or closed position without damage to the valve or valve operator. It shall be designed to resist submergence in water to 25 ft. head pressure. Number of turns to operate valve shall be as listed below in order to closely resemble conventional distribution valve practices and to minimize water hammer:

Pipe and Valve Size	Turns to close	Pipe and Valve Size	Turns to Close
4" - 6"	16-1/2	14" - 16"	48"
8"	24	18" - 20"	72
10" - 12"	36	24"	90

F. Valves shall be capable of easy closure by one man using standard valve key, even under emergency line-break conditions as severe as those that would - cause a valve maximum opening torque requirement of as much as two times AWWA Class l50 B.

G. All valves shall be tested bottle-tight at rated working pressure by the manufacturer as follows:

l4" up. . . . . l50 psi

In addition a hydrostatic test with vane partially open shall be given to the assembled valve as follow:

l4" up. . . . . 300 psi

H. Valve shafts shall be l8-8 type 304 stainless steel. Shaft bearings shall be of the self lubricating sleeve type.

I. Valve discs or vanes for valves 30" and larger shall be the flow through (bridge or truss) type.

J. Butterfly valves shall be Dresser-M&H Model "450", "4500" or "l450" or Mueller line seal III or approved equal. Alternates (approved equal) to these specifications must be approved in writing 48 hours prior to time bids are received.

3.4 Coating

A. The coating shall be a two part thermosetting epoxy protective coating and shall function as a physical, chemical and electrical barrier between the base metal to which it is applied and the surroundings.

B. The coating shall be non-toxic and shall not impart taste to water. The coating must be formulated from materials deemed acceptable per the FOOD AND DRUG ADMINISTRATION DOCUMENT TITLE 2l of the FEDERAL REGULATIONS ON FOOD ADDITIVES SECTION l2l.25l4 entitled, RESINS AND POLYMERIC COATINGS.

C. The coating shall have a satin finish and shall be suitable for field over coating and touchup with same coating material without sanding or special surface preparation, or application of heat in excess of room temperature.

D. The coating shall have a successful record of performance in valves, pipe or other allied equipment for a minimum of two years.

E. The coating adhesion to the substrate shall exceed cohesion of the coating film as demonstrated by the following test:

(1) Prepare test panel and apply coating per manufacturer's recommendation.

(2) After sample has properly cured per manufacturer's recommendation, scribe an "X" using a sharp knife or scalpel through the coating to the metal substrate.

(3) Then with the point of the knife at the juncture of two scribes, attempt to lift off coating. Coating should not lift off substrate or between coats readily, but should break up leaving coating material on the substrate of this damaged area.

(4) No disbandment of the film shall be noted as tested above after immersion in tap water for l500 hours at l00`F.

F. A falling sand abrasion test using ASTM D968 shall produce an abrasion coefficient of 25-30 liters/mil. As an alternative, a Taber Abrader Test should find 3.5 - 3.7 milligrams coating loss per l00 cycles when using a CSF l0 Wheel (l000 gram weight).

3.5 Valve Boxes

All valves to be used in buried service shall be enclosed in cast iron valve boxes. Care shall be taken to place and maintain the 2" square operating nut in the center of the valve box. The valve box shall be two piece cast iron suitable for use with PVC pipe box risers. The 6 inch diameter cover shall be marked " Water". The PVC riser pipe shall be furnished in lengths as required (minimum pipe cover 42") PVC pipe for valve box riser may be ASTM C-900, ASTM D1785 schedule 40, ASTM D2241 pressure class 125 or ASTM D3034 DR 35. Valve boxes shall have a concrete ring 8" thick and having a radius equal to the radius of the valve box plus one foot (1') cast around them. Valve boxes placed in unpaved areas shall be set level with or slightly higher than the finished ground elevation. Valve boxes set in paved areas shall match the finished pavement surface.

3.6 Fire Hydrants

A. Fire hydrants shall conform to the requirements of AWWA C 502 dry barrel type. The fire hydrants shall be designed for a depth of bury of 4.5 feet, however the depth of bury may vary according to field conditions and extensions or shorter bury depth may be required.

B. The hydrants shall have a 5-l/4 inch valve opening, two 2-l/2 inch hose nozzles and one 4-l/2 inch pumper nozzle.

C. Hose threads shall be National Standard threads.

D. The hydrants shall be sized for 6-inch mains and shall have an inlet connection compatible with the type pipe used. All gaskets, nuts, bolts and other jointing materials shall be considered part of the fire hydrant installation.

E. Operating nut shall be standard l-l/2 inch pentagon opening counter-clockwise. The hydrant shall close with the pressure.

F. Hydrants shall be painted Federal Safety Yellow.

G. Fire hydrants shall have all interior wetted ferrous surfaces epoxy coated as required in the general and coating section of this item.

H. The hydrants shall have a minimum of two (2) drain holes located on opposite sides of the hydrant. The entire drainage channel must be made of non-corrosive material and sealed by acceptable resilient material (metal and/or leather seals are not acceptable).

I. The hydrants shall have a breakable safety flange and breakable stem coupling which breaks cleanly upon impact.

J. The hydrants shall be AWWA improved type hydrants and shall have self-oiling reservoirs.

K. Fire hydrants shall be the Mueller Centurion, the Dresser -M & H 929 Reliant, or The American Darling.

4. EXCAVATION, TRENCHING BEDDING AND BACKFILLING

4.l Trenching

A. The trench shall be excavated to the lines and grades as established by the engineer and as shown on the plans. The depth of cover for all main lines on which the grades and elevations are not shown on the plans, shall in general be Forty-two (42) inches. The amount of cover may vary over or under 42 inches as directed by the engineer but in no case will the amount of cover be less than thirty-six (36) inches. Depth of cover for service lines shall be as shown on the detail drawings.

B. Water lines constructed in proposed streets and service drives shall have the depth of cover measured from the finished grade. The contractor is hereby cautioned that proposed street finished grades are sometimes cut below the existing ground elevation.

C. The minimum width of the trench shall be the outside diameter of the pipe plus twelve (l2) inches for pipe diameter through l8", the outside diameter of the pipe plus eighteen (l8) inches for pipe diameters over l8". The trenching equipment shall be maintained on a sufficiently level road bed to provide substantially vertical trench walls. The maximum horizontal offset of the trench wall from bottom of trench to the top of the trench (under-cutting) shall be four (4) inches.

D. The trench shall be over excavated to an even grade to the depth of required bedding so that the bottom of the pipe will rest on a uniform thickness of bedding material on the bottom of trench throughout the entire length of the pipe. In order to obtain a true even grade, the bedding material shall be fine graded by hand. On lines that are to be laid to established grades batter boards shall be set at fifty foot intervals and the trench graded to the established grade.

E. Any part of the trench excavated below grade shall be corrected by filling with bedding material. The bedding material shall be thoroughly compacted.

E. If large rock, rock fragments or other unyielding materials are encountered in the bottom of the trench they shall be removed to a depth of six inches below grade, and the void filled with thoroughly compacted approved bedding material.

G. Bell holes of ample dimensions shall be dug at each joint to permit the jointing of pipe to be made properly and of sufficient depth to prevent the bell of the pipe from resting on undisturbed materials.

H. Wherever necessary to prevent caving, the trench shall be adequately braced and sheeted. Trench safety shall be in accordance with item l4 "Shoring and Sheeting of this specification.

I. Trench digging machinery may be used to make the trench excavations except in places where operation of same would cause damages to trees, buildings or other existing structures either above or below ground. In such instances hand trenching methods shall be employed.

J. All excavated material shall be stockpiled in a manner that will not endanger the work or existing structures and that will cause the least amount of obstructions to walks and driveways.

K. There will be no classification of the excavated materials and the term excavation shall include all materials encountered in excavating the trenches or structural excavations.

L. The contractor shall take all necessary precautions for protecting paved areas from being damaged by the trenching and backfilling equipment. Any damage done to any paved area, outside of the area set forth in the plans, as a result of the construction work shall be repaired by the contractor at his own expense.

M. Where the lines are located behind curbs, the contractor shall take special precautions to protect trees and shrubs. Care shall be exercised to cause as little damage to lawns as possible.

Where lines cross under curbs, gutters or curbs and gutters, tunneling will be required.

N. Blasting for excavation of solid rock will be permitted only after securing the

approval of the Director of Engineering and Transportation and the engineer and only when proper precautions are taken for protection of persons and property. The hours of blasting will be fixed by the engineer. Any damage caused by blasting shall be paid for by the contractor. The method or procedure relative to blasting shall conform to all state laws and local ordinances.

O. The contractor will be required to locate all known utility lines, including consumer service lines, far enough in advance of the trenching to make proper provisions for protecting the lines and to allow for any deviations that may be required from the established lines and grades.

P. The contractor shall not be allowed to disrupt the service on any utility lines except consumers service lines, which may be taken out of service for short periods of time, if the contractor obtains permission from the engineer and from the owner of the premises being served by the utility.

Q. The contractor shall immediately notify the proper utility company of any damage to utility lines, in order that service may be reestablished with the least possible delay. Repair of any damage to existing lines and the repair of consumer lines which are authorized to be cut or temporarily taken out of service shall be made by the contractor at his own expense, and as directed by an official representative of the utility company involved.

R. All utility lines shall be properly supported to prevent settlement or damage to the line both during and after construction.

S. Any permanent relocations of existing utility lines shall be done by the proper utility company without expense to the contractor.

4.2 Backfill General

A. All pipeline excavations shall be backfilled in a manner that will restore pre-existing conditions as the minimum requirement and fulfill all supplementary requirements indicated in the Plans and Specifications. The backfilling operations shall be started as soon as conditions will permit on each section of pipeline to provide continuity in subsequent operations and restore normal public service as soon as practicable on a section-by- section basis. All operations shall be pursued diligently, with proper and adequate equipment, to assure acceptable results.

B. Depositing of the backfill shall be done so the shock of falling material will not injure the structure. Grading over and around all parts of the work shall be done as directed by the Engineer.

C. Whenever soil types which are determined by the Inspector to be undesirable for backfill are excavated from the trench, such material shall be hauled away and deposited where directed by the Inspector at no additional compensation.

D. In the absence of special work item requirements the backfilling shall be accomplished with the use of suitable materials selected from the excavated

materials to the extent available and practical. Should the materials available from the trench section be unsuitable or insufficient, the required additional materials shall be furnished from outside sources at the Owners expense.

E. Suitable material shall be defined as a mineral soil reasonable free of foreign materials (rubbish, debris, etc.) frozen clumps, oversize stone, rock, concrete or bituminous chunks and other unsuitable materials, that may damage the pipe installation, prevent thorough compaction, or increase the risks of after settlement unnecessarily. Material selection shall be such as to make the best and fullest utilization of what is available, taking into consideration particular needs of different backfill zones. Material containing stone, rock, or chunks of any sort shall only be utilized where and to the extent there will be no detrimental effects.

F. Backfill materials shall be carefully placed in relatively uniform depth layers spread over the full width and length of the trench section in a manner and/or sequence that will provide simultaneous support on both sides of the pipeline. Each layer shall be compacted effectively, by approved mechanical of hand methods, until there is no further visual evidence of increased consolidation. Compaction of the in place layer shall be completed acceptably before placing material for a succeeding layer thereon. The manner of placement, layer thickness, compaction equipment, and procedure effectiveness shall be subject to approval of the Engineer. Water jetting or flooding shall NOT be used to compact trench backfill.

G. Within the pipe bedding and encasement zones described as that portion of the trench which is below an elevation one foot above the top of the pipe, the materials placed shall be limited in particular size to 3/4 inch maximum. For larger pipe in access of 18 inches in diameter the Engineer may allow particle sizes up to 2 inches maximum if it can be shown that the backfill can be satisfactorily compacted without leaving voids or damaging pipe or joints. Above these zones, the placement of material containing stones, boulders, chunks, etc. shall be governed by the layer thickness and compaction equipment capabilities.

H. Compaction of materials placed within the pipe bedding and encasement zones shall be accomplished with portable or hand equipment methods to achieve thorough consolidation under and around the pipe and avoid damage to the pipe. Above the pipe zone material, the use of heavy roller type compaction equipment shall be limited to safe pipe loading.

I. The maximum loose thickness of each backfill layer shall be l2 inches, except that l6 inches will be permitted for Granular Materials placed above an elevation one foot above the top of pipe, and with the provision that, by authority of the Engineer in consideration of the demonstrated capability of special type vibratory compactors, these maximums may be increased at his discretion. "Hydro tamps" or "vibra tamp: or other heavy vibrating equipment shall not be used until the backfill has reached a depth of four (4) feet above the top of the pipe.

J. All surplus or waste materials remaining after completion of the backfilling operations shall be disposed of in an acceptable manner within 24 hours after

completing the backfill work on each particular pipeline section. Disposal at any location within the project limits shall be as specified, or as approved by the Engineer; otherwise, disposal shall be accomplished outside the project limits at the Contractor's discretion. The backfilling and surplus or waste disposal operations shall be a part of the work required under the pipeline installation items, not as work that may be delayed until final cleanup.

K. Until final acceptance of the project, the Contractor shall assume full Responsibility and expense for all backfill settlement and shall refill and restore the work as directed to maintain an acceptable surface condition. All additional materials required shall be furnished without additional cost to the Owner.

4.3 Backfill Procedure above Pipe Zone, in Public Rights-of-way and other areas where settlement is important.

A. Backfill above the pipe zone shall be made using Portland cement stabilized backfill or crushed stone screening (crusher fines).

B. Backfill around structures such as manholes, junction boxes, transformer boxes and valve boxes shall be made using portland cement stabilized backfill material or crushed stone screening (crusher fines).

C. The minimum depth of stabilized backfill or crusher fines shall be twelve (12") inches.

When utilities are being constructed under existing paving, the stabilized backfill or crusher fines shall extend from top of the pipe zone to the top of the base course.

When utilities are being constructed under existing unpaved streets that are not scheduled for immediate pavement construction, the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the existing roadway surface.

When utilities are being constructed in new streets that are scheduled for immediate paving or in streets in a new subdivision for which a paving contract with the property developer has been approved the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the bottom edge of the eight (8") inches of subgrade, or, if the paving contractor has constructed a portion of the roadway prior to the construction of the utilities stabilized backfill shall extend to the top of the course the contractor has finished. In no case shall the backfill extend above the top of the base course.

If the final course of asphaltic concrete has been placed, the street or alley surface shall **NOT** be cut for utility installation.

In new streets where stabilized backfill is required only to the bottom of the subgrade course, the minimum depth of stabilized backfill may be reduced to six (6") inches in which case the maximum depth of the "pipe zone" shall be limited to six (6") inches above the top of the utility line or conduit.

D. Backfill Materials

(1) Portland cement stabilized backfill shall consist of caliche base material, blow sand or native soil stabilized by the addition of Portland cement. Crushed stone or concrete aggregate shall **NOT** be used.

The Contractor shall submit a mix design prepared by an approved Commercial Laboratory that will produce a minimum 7 day compressive strength of 150 psi. In no case shall the minimum cement content of the mix be less than 1 sack per cubic yard.

(2) Cement used in Portland cement stabilized backfill shall be Type I or Type II conforming to the requirements of ASTM Designation C150.

(3) Caliche used for Portland cement stabilized backfill shall be crushed material con-forming to Texas State Department of Highways and Transportation 1982Standard Specifications for Construction of Highways, Streets and Bridges Item 248 Type F, Grade 2.

(4) Blow sand used for Portland cement stabilized backfill shall be clean, free from organic matter, clay lumps, rock and other deleterious matter.

(5) Native soil used for Portland cement stabilized backfill shall be clean, free from clods and organic matter, and rock in excess of 2".

(6) Crushed stone screening (crusher fines) used for back fill shall be sharp grained particles of crushed stone conforming to the following gradation

Sieve Size	% Passing
2"	100
#4	35-100
#10	20-100
#40	5-35
#200	4-10

and may be the by product of crushing stone for other purposes or may be stone specifically crushed for use in backfill. Crusher fines not meeting these specifications may be approved for backfill upon demonstration that the desired results will be obtained.

E. Backfill Construction

(1) Portland cement stabilized caliche backfill or Portland cement stabilized native soil backfill may be constructed using either the "dry" method or the "wet" method.

(a) The dry method of stabilized backfill construction consists of dry mixing of the cement and caliche, sand or soil to produce a homogenous mixture then adding and mixing sufficient water for proper compaction and hydration of the cement. The water content of the mixture will be approximately one to two percent above the optimum moisture for soil compaction. The mixing may be accomplished by using batch mixers or on the job site by "blade Mixing" or other suitable method to produce the desired backfill material. The mixed material shall be placed in lifts of up to a maximum of 12 inches and compacted to ninety five (95%) modified proctor density by use of suitable compacting equipment.

(b) In the "wet" method of cement stabilized backfill construction, the materials shall be mixed in an approved concrete batching plant or mixer to the consistency of concrete and placed as concrete would be placed. The slump of the backfill material shall be such that all voids will be filled, approximately four (4") to six (6") inches. The backfill shall be consolidated by rodding or by the use of mechanical vibrators.

(c) The mix design used must be for the method of placement chosen.

(2) Portland cement stabilized blow sand backfill shall be mixed and placed by the "wet" method as described above.

(3) Crushed stone screening (crusher fines) shall be wetted uniformly throughout with sufficient moisture to assure proper compaction before being placed in the trench.

The moistened crushed stone screening (crusher fines) shall be placed in maximum lifts of twelve (12") inches and consolidated using vibratory type compaction equipment except when it has been demonstrated that the compaction equipment employed will adequately compact deeper lifts in which case the maximum depth of a lift shall be limited by the capabilities of the equipment used.

Tests to determine the compacted density of the backfill shall be ordered by the Engineer if in his opinion the compaction is not adequate. Test showing a minimum compacted density of 90% modified proctor will be deemed adequate compaction.

5. INSTALLATION OF DUCTILE IRON PIPE

5.1 Pipe Laying - General

A. All pipe and accessories shall be unloaded, handled, laid, jointed, tested for defects and for leakage and chlorinated in the manner herein specified.

B. The pipe, fittings, valves, and accessories shall be inspected upon delivery and during the progress of the work and any material found to be defective will be rejected by the engineer and the contractor shall remove such defective material from the site of the work.

C. The contractor shall be responsible for all material furnished by him and he shall replace at his own expense all such material that is found to be defective in manufacturer or has become damaged in handling after delivery.

D. All pipe, fittings, valves, and other accessories shall, unless otherwise directed, be unloaded at the point of delivery, hauled to and distributed at the site of the work by the contractor. Loading and unloading, of pipe and fittings shall be by hoisting or by sliding, or rolling on skidways in such a manner as to avoid shock or damage to the material. Under no circumstances shall pipe or fittings be dropped. Pipe handled on skidways must not be skidded or rolled against pipe already on the ground.

The pipe, fittings and accessories shall be placed along the site in such a manner as to be kept as free as possible from dirt, sand, mud, and other foreign matter.

E. All pipe shall be laid and maintained to the lines and grades shown on the plans
or as established on the ground by the engineer.

F. Wherever it is necessary to deflect pipe from a straight line either in a vertical or horizontal plane to avoid obstructions, to plumb valves and hydrants, or where vertical or horizontal curves are shown or permitted, the degree of deflection at each joint shall not exceed the maximum deflection recommended by the manufacturer of the particular kind of pipe being laid and the degree of deflection shall be approved by the engineer.

G. After the trench grade has been completed and all bell holes dug and the grade inspected, the pipes and accessories my be placed in the trench. All pipe, fittings, valves, and hydrants shall be carefully lowered into the trench piece by piece by means of derricks, ropes, or other suitable tools or equipment, in such a manner as to prevent damage to the material in any way. Under no circumstances shall pipe or accessories be dropped or dumped in the trench.

H. Before lowering into trench the pipe shall be again inspected for defects and the pipe while suspended shall be lightly hammered to detect cracks. Any defective, damaged or unsound pipe and materials shall be rejected.

I. All foreign matter or dirt shall be removed from the inside of the pipe and from all bells, spigots or parts of the pipe used in forming the joint, before the pipe is lowered into the trench, and it shall be kept clean by approved means during and after laying.

5.2 Laying and Jointing Ductile Iron Pipe

A. Unless otherwise directed, pipe shall be laid with bells facing in direction of laying; and for lines on appreciable slopes, bells shall, at the discretion of the engineer, face up grade. Cutting of pipe for inserting valves, fittings or closure pieces shall be done in a neat and workmanlike manner without damage to the pipe or the cement lining.

B. The jointing shall be completed for all pipe laid each day. No open joints will be left in the trench overnight. At times when pipe laying is not in progress, the open ends of pipe shall be closed by approved means. No trench water shall be permitted to enter the pipe.

C. No pipe shall be laid in water, or when the trench conditions or weather is unsuitable for such work, except by written permission of the engineer.

D. Rubber Gasket joints for cast iron or ductile iron pressure pipe and fittings shall conform to AWWA Standard C-lll.

E. Before laying the pipes, all lumps, blisters and excess coal tar coating shall be removed from the bell and spigot ends of each pipe; the outside of the spigot and the inside of the bell shall be wire brushed and wiped clean and dry. Pipe ends shall be kept clean until joints are made.

F. The pipe and fittings shall be properly aligned and free to move in any direction while bolting, and the bolts shall be gradually tightened at a uniform rate around the entire flange.

G. Flange joints where used shall be bolted with flange bolts of best quality mild steel and of the size and length required by AWWA C-ll5: Bolts and nuts shall be provided with standard hexagonal heads. Gasket rings shall be used and shall be made of best quality rubber composition sheet packing one-eighth (l/8) inch thick, of a brand and quality approved by the engineer.

H. Standard plugs shall be inserted into the bells of all dead end pipes, tees, or crosses and spigot ends shall be capped. Plugs or caps shall be jointed to the pipe or fittings in the same manner used in joining the pipe.

6. SPECIFICATIONS FOR INSTALLING PRETENSIONED CONCRETE CYLINDER PIPE

6.l General

The applicable portions of the specifications for installing ductile iron pipe shall apply except as amended or supplemented herein.

6.2 Pipe Laying

A. Pipe and fittings shall be handled with care at all times to avoid damage. They shall be lifted by hoists or slide or rolled on skid-ways in such manner as to avoid shock. Under no circumstances shall they be dropped. Pipe must not be skidded or rolled against other pipe or object.

B. Just before making the joint, the bell and spigot rings shall be thoroughly cleaned by wire-brushing until clean and dry. The gasket and the inside surface of the bell shall be lubricated with a light film or soft vegetable soap compound (flax soap) to facilitate telescoping the joint. The rubber gasket shall be stretched uniformly as it is placed in the spigot groove to insure a uniform volume of rubber around the circumference of the groove.

C. The joint shall be telescoped by pulling directly along the centerline of the pipe so that the spigot enters squarely into the bell. After the spigot has been telescoped into the bell, the bell end of the pipe being laid shall be moved in accordance with the plans to secure proper grade and alignment. After the joint is in place, a thin metal feeler gauge shall be used to check the position of the rubber gasket around the circumference of the joint.

D. The inside joint recess shall be filled immediately prior to placing the pipe together by buttering the bell end with mortar. After the joint is engaged, the joint mortar of pipe l8" in diameter and larger shall be finished off smooth by hand. The mortar in pipe smaller than l8" in diameter shall be smoothed and cleaned with a swab.

E. After the spigot has been telescoped into the bell, the joint checked and found satisfactory, a canvas wrapper shall be placed around the pipe, covering the joint. The canvas type wrapper shall be of the quality manufactured by the Mar-Mac Manufacturing Company or approved equal burlap type, and shall be hemmed at each edge to allow threading with a steel strap to securely fasten the wrapper around the pipe by means of a stretcher and sealer.

The wrapper shall have a minimum width of 7" and sufficient length to encircle the pipe leaving enough space between the ends at the top to allow the cement mortar to be poured. The entire joint shall be poured with cement mortar and rodded or agitated to eliminate voids and settlement. Prior to pouring the cement mortar the joint shall be thoroughly cleaned and saturated with clean water. Any joint showing shrinkage or excessive cracking shall be cleaned and remade. In hot weather,

additional measures may be required to obtain the best quality of joint, such as additional wet burlap, curing membrane, or immediate careful and well controlled backfilling of the joint with damp earth.

F. The mortar used at the exterior joint shall consist of one part Portland cement to 2-l/2 parts fine, sharp, clean sand and mixed with water to the consistency of thick cream. Mortar required at the joint shall not be placed in freezing weather unless adequately protected from freezing.

G. The joints for pipe to be installed in casing shall be made as for pipe laid in trench except that the outside portion of the joint shall be wrapped in a special polyurethane wrap impregnated with unhydrated cement manufactured for this purpose, prior to being jacked into the casing pipe. The wrap shall be "Flex-Protex" as manufactured by Mar-Mag Mfg. Corporation or approved equal. The interior of the joints shall be mortared after the pipe to be installed in casing has been jacked into place. The pipe shall not be moved after interior mortaring is completed. After the water line has been installed in the casing the ends of the casing shall be sealed using concrete or cement mortar.

H. Steel cylinder reinforced concrete pipe shall not be pressure tested until it has been in place a minimum of l4 days.

I. The contractor shall fill the steel cylinder reinforced concrete pipe under slight pressure and allow approximately 24 hours for water absorption by concrete lining before performing pressure test.

7. SETTING VALVES, VALVE BOXES, FIRE HYDRANTS AND FITTINGS

7.1 General

Valves and fittings shall be set at the locations shown on the plans or at locations as established by the engineer, and shall be set and jointed to the pipe in the manner heretofore specified for pipe installation. All valves buried in the ground shall have a cast iron valve box set over the valve and set to grade. All valves shall be set vertical, unless otherwise specified, and shall be thoroughly inspected and checked for operation before installation.

7.2 Valve Boxes

Cast Iron valve boxes shall be firmly supported and maintained centered and plumb over the wrench nut of the valve, with box cover flush with the surface of the ground or street paving.

Valve boxes shall be supported by a ring of concrete as shown on the plans and Detail Drawings. This ring shall be Class "A" concrete having a minimum thickness of six (6") inches and shall extend a minimum of twelve (12") inches in all directions from the outside diameter of the valve box and shall be supported on thoroughly compacted backfill.

7.3 Setting Fire Hydrants

A. Fire hydrants shall be located at points shown on the plans, the exact location of the hydrant to be established by the engineer. All hydrants shall be set plumb, to the grade as established by the engineer, and shall have their nozzles parallel with and/or at right angles to the curb, with the pumper nozzle facing the curb. The hydrants shall be supported in such a manner as not to cause a strain on the fire hydrant lead or branch.

The bowl of the hydrant shall be well braced against unexcavated earth at the end of the trench with concrete blocking. The concrete blocking shall be placed so as not to interfere with the hydrant drains and so that the joints or flanges are accessible.

B. Each hydrant shall be connected to the main with a six (6) inch ductile iron branch controlled by an independent six (6) inch gate valve. Each hydrant shall be set upon a stone or concrete slab not less than four (4) inches thick and not less than one square foot of surface area. Where solid rock exists in the bottom of the trench and same is excavated to the proper depth to form a foundation for the hydrant, the slab of stone or concrete may be omitted.

C. There shall be placed around the base of the hydrant not less than seven (7) cubic feet of sound broken stone or clean gravel, or other suitable material to provide reservoir capacity so that the hydrant will completely drain when closed. The gravel or broken stone shall reach from the bottom of the trench to at least six (6) inches above the waste opening in the hydrant. Each hydrant shall be operated by the contractor to prove to the inspector that the drain hole has not been plugged with concrete or other material.

8. **ANCHORAGE OF BENDS, TEES AND PLUGS, ETC.**

Reaction or thrust blocking shall be applied to all pipe lines at all tees, plugs, caps, valves, fire hydrants, and at bends deflecting ll-1/4 degrees or more. Concrete shall be used for blocking the pipe and fittings. Concrete for thrust block shall have a minimum compressive strength of 3,000 psi and shall conform to Texas Highway Department Class "A" concrete. Before thrust blocking is placed the element to be blocked shall be carefully wrapped in polyethylene sheeting having a minimum thickness of 3 mils. The blocking shall be placed between solid ground and the fitting to be anchored; the area of bearing on pipe and on the ground in each instance shall be that required by the engineer. The blocking shall be so placed that the pipe and fitting joints will be accessible for repair.

9. DISINFECTION OF PIPE LINES

The contractor shall furnish all labor, equipment, and materials necessary to the disinfecting of the new pipe lines which shall be disinfected before being placed in service. The lines shall be disinfected by the application of a chlorinating agent. The chlorinating agent may be a liquid chlorine, liquid chlorine gas water mixture, or a calcium hypochlorite solution, which shall be fed into the lines through a suitable solution feed device, or other methods approved by the engineer. The chlorinating agent shall be readily dissolvable and of a type that will rapidly mix with the water as it is loaded into the water line. Tablets or other solid form shall not be used unless they are dissolved before being placed into the line. The chlorinating agent shall be applied at or near the point from which the line is being filled, and through a corporation stop or other approved connection inserted in the horizontal axis of the newly laid pipe. The water being used to fill the line shall be controlled to flow into the section to be disinfected very slowly, and the rate of application of the chlorinating agent shall be in such proportion to the rate of water entering the pipe that the chlorine dose applied to the water entering the line shall be at least 50 parts per million. The treated water shall be retained in the pipe lines for a period of not less than twenty four (24) hours. At the end of the retention period all treated water shall be thoroughly flushed from the lines until the replacement water in the lines shall have a chlorine residual of not more than 0.2 parts per million. Where it is necessary to place the new lines in service in less than 24 hours, the concentration of chlorine may be increased to 300 ppm and the lines flushed and placed in service in 3 hours. Disinfecting procedures shall conform to AWWA C 60l.

l0. HYDROSTATIC TESTS

All pipe lines constructed under this contract before being accepted, shall be tested at l20% design pressure as described in the following paragraphs. This test shall apply to all newly laid pipe or any valved sections thereof.

The required test pressure (l80 pounds per square inch) shall be maintained over a continuous period of not less than eight (8) hours.

Each valved section of pipe shall be slowly filled with water, being certain that all air is expelled from the pipe by using hydrants, blow-offs or taps at points of highest elevation in the line. The specified pressure shall be applied by means of a pump and flow meter (gpm and amount) connected to the pipe in a manner satisfactory to the engineer. The contractor shall furnish all necessary equipment, materials and labor to satisfactorily make the hydrostatic tests.

After the line section to be tested has been brought to pressure, a visual inspection shall be made of all joints, fittings, valves, and appurtenance. Any leaks thus located shall be corrected before continuing with the test.

If the test indicates a leakage in excess of a rate equal to twenty-five (25) gallons per inch of nominal diameter of pipe line per mile per day (maximum 600 gallon per mile per day total leakage) the cause of such leaks shall be determined and corrected and the line retested until satisfactory results are obtained.

11. **REMOVING AND REPLACING PAVEMENT**

A. When it is necessary to cut existing paving to install utilities the paving shall be repaired as soon after the backfill is consolidated or the cement stabilized backfill has reached sufficient strength as practical. The repair shall be made using Texas Highway Department Type "D" Hot Mix Asphaltic Concrete and shall have a minimum thickness equal to the thickness of the existing surface.

B. Edges along the trenches and around pits shall be saw cut to remove damaged edges and/or surface. Saw cuts shall be straight and parallel to or at right angles to the street or alley center line in so far as practical. Meandering, zig-zag or notched saw lines will not be permitted. The saw cuts shall be such that a minimum of 6" of surface is removed beyond the edges of the trench.

C. The edges of the saw cut and surface of the backfill material shall be tack coated prior to the placing of hot mix asphaltic concrete. The tack coat shall be either RC-250 cut back asphalt or RS2h emulsified asphalt or approved equal. When emulsified asphalt is used for tack coat the asphaltic concrete shall not be placed until the break of the emulsion is complete and all free water has evaporated or has been removed.

D. After the tack coat is cured the hot mix asphaltic concrete shall be placed uniformly throughout the repair area. The edges of the repair shall be squared up and the hot mix asphaltic concrete thoroughly compacted. Any large aggregate that is separated from the mix during the leveling process shall be removed from the surface and disposed of off the project. Care shall be taken that none of the mix over laps the old paving. Any mix that has "scabbed" onto the paving shall be removed before the section is reopened to traffic.

Sufficient mix shall be placed so that the finished repair is from one eight (1/8") inch to one quarter (1/4") inch above the old paving surface to allow for further consolidation by traffic.

12. **TUNNELING UNDER UTILITY LINES, ETC**.

Where pipes, conduits or concrete curbs, gutters or other obstructions are encountered in the construction, the cost of tunneling under such obstructions shall be included as a part of the cost of the pipe line, or other pay items, complete in place.

13. **HIGHWAY CROSSING**

A. The City of Midland will obtain any required permits from the State Highway Department for installation of the water line along and across the highway right-of-way. It shall be the contractor's duty and responsibility to coordinate the time of making the crossing and the manner of handling traffic.

B. Installations of the casing pipe shall be accomplished by boring or open cut trench as indicated on the drawings and in accordance with the Texas Department of Transportation permit and requirements. Equipment used shall be of such size and capacity as to allow the placement of the casing to proceed in a safe and expeditions manner. Installation of the casing and the excavation and removal of the materials

within the casing shall proceed simultaneously.

The boring shall proceed from a pit provided for the boring equipment and workmen. Excavation and location of the pit shall be approved by the Engineer. Boring without the concurrent installation of the casing pipe will not be permitted. The use of water or other fluids in connection with the boring operation will be permitted only to the extent of lubricating cuttings. Jetting will not be permitted. Overcutting in excess of one inch shall be remedied by concrete pressure grouting the entire length of the installation. All joints for casing pipe installed in bore shall be welded. Care shall be taken to keep the casing pipe on the proper line and grade.

C. After the casing pipe has been installed and is accepted by the Engineer, the pipe shall be shoved through the casing. The pipe shall be pushed or pulled through the casing by exerting pressure on the barrel of the pipe and not on the bell, and shall be done in such a manner that the joint is always in compression during the shoving operation. Hardwood, or other suitable material skids shall be banded with stainless steel bands to each joint of pipe In accordance with the pipe manufacturers recommendation. The hardwood skids shall be of sufficient dimensions to allow the bell of the pipe to clear the casing pipe by at least one-half inch. The length of the skid shall be in accordance with the pipe manufacturers recommendations. A minimum of three bands shall be used to secure the skids to the pipe. The skids shall be such that the carrier pipe will be centered in the casing pipe. The design of skids and bonding techniques shall be submitted to the Engineer for approval prior to use.

In general waterline installation in the casing pipe shall conform to AWWA C 600-Section 6 requirements.

After completion of pipe installation in casing, the ends of the casing shall be sealed off by use of concrete grout. The minimum compressive strength of the grout shall be 2,000 psi in 28 days.

14. **SHORING & SHEETING**

14.1 Description

This item shall govern for the Trench Safety Systems required for the construction of all trench excavation to be utilized in the project and including all additional excavation and backfill necessitated by the safety system. A trench shall be defined as a narrow excavation (in relation to its length) made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet. The depth is five feet or more.

Trench Safety Systems include but are not limited to sloping, sheeting, trench boxes or trench shields, sheet piling, cribbing, bracing, shoring, dewatering or diversion of water to provide adequate drainage.

l4.2 Construction Methods

Trench safety systems shall be accomplished in accordance with the detailed specifications set out in the provisions of Excavation, Trench, and Shoring, Federal Occupational Safety and Health Administration (OSHA) Standards, 29CFR, Part 1926, Subpart P, as amended, including Proposed Rules published in the Federal Register (Vol. 52, No. 72) on Tuesday, October 31, l989. The sections that are incorporated into these specifications by reference include Sections 1926-650 through 1926-652. Legislation that has been enacted by the Texas Legislature, being Tex. Rev. Civ. Stat. Ann. arts. 1015q, 2368a.6 (Vernon Supp. 1988) with regard to Trench Safety Systems, is hereby incorporated, by reference into these specifications.

A reproduction of the OSHA Publication 2226 is attached for the convenience of the Contractor. The City assumes no responsibility for the accuracy of the reproduction or that it reflects current law. The Contractor is responsible for obtaining a copy of this section of the Federal Register for his use.

If the contractor elects to use a trench protective system that, in the Proposed Rules, requires "Design by a qualified person or a qualified engineer," [For example see 1926.652(b) (3) and 1926.652(c) (4)], "a qualified person or qualified engineer" shall be a Professional Engineer registered in the State of Texas. The Contractor is responsible for obtaining boring and soil analysis as required for the planned design. The trench excavation is to be designed in conformance with OSHA standards and regulations.

14.3 Safety Program

The Contractor shall submit a safety program specifically for the construction of trench excavation. The trench safety program shall be in accordance with OSHA standards governing the presence and activities of individuals working in and around trench excavation.

14.4 Inspection

The Contractor shall make daily inspections of the Trench Safety Systems to ensure that the systems meet OSHA requirements. Daily inspection is to be made by a "competent person" provided by the Contractor. If evidence of possible cave-ins, or slides, is apparent, all work in the trench shall cease until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench. It is the sole duty, responsibility and prerogative of the Contractor, not the owner or the Engineer, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project. The Contractor shall maintain a permanent record of daily inspections.

14.5. Safety Restrictions - work near high voltage lines

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

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

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

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

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

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

l5. MEASUREMENT AND PAYMENT

l5.l General

The unit price or lump sum price bid on each item, as stated in the proposal, shall include furnishing all labor, superintendence, machinery, equipment, and materials necessary to complete the various items of work in accordance with the plans and specifications. Cost of work or materials shown on the plans and called for in the specifications and on which no separate payment is made shall be included in the bid price on the various pay items.

l5.2 Water Lines

A. Measurement

The length of pipe lines for the various sizes, classes and types to be paid for will be determined by measurement along the center lines of the pipe installed, measurement being made from the center of fitting to center of fitting or end of pipe, without any deduction for the length of intermediate fittings or valves including pipe installed in casing.

B. Payment

Furnishing and installing approved type pipe of the various sizes and classes shown on the plans or as required will be paid for at the unit price bid per linear foot for furnishing and installing the various sizes and classes of approved pipe complete in place. The unit price bid shall be complete compensation for furnishing and installing the pipe complete in place including all excavation, backfilling, testing and disinfection of lines and shall include any and all incidental work not otherwise included in the bid items or otherwise provided for in the specifications.

l5.3 Solid Rock Excavation

All excavation for pipe trenches shall be unclassified and no extra compensation will be made for solid rock excavation. The contractor is expected to make boring of his own and satisfy himself to the character of material which will be encountered.

l5.4 Gate Valves or Butterfly Valves

A. Measurement

Gate valves or butterfly valves will be counted in the field after installation by the size and type specified and actually installed.

B. Payment

The unit price bid for each type and size valve shall be complete compensation for furnishing and installing the valves, complete in place, including the furnishing and installation of cast iron valve boxes on all valves to the finished grade of the adjacent surface. All valves in paved areas shall be set to finish pavement grades

l5.5 Fire Hydrants

A. Measurement

Fire hydrants will be counted in the field after installation in accordance with the plans and specifications.

B. Payment

The unit price bid shall be complete compensation for furnishing and installing the fire hydrants, complete in place, each, including lead pipe the gravel drain, concrete blocking, extension or additional bury depth as required for a complete installation.

I5.6 Service Connections

A. Measurement

The number of service connections of the type and size specified to be paid for will be counted in the field after complete installation.

B. Payment

The unit price bid shall be complete compensation for furnishing and installing the service connections, complete in place, including the meter box and lid, service line, corporation stop, meter stop and incidentals required for a complete installation.

I5.7 Ductile Iron Fittings

A. Measurement

The weight of the various ductile iron fittings and specials were estimated by using the standard weights for cast iron fittings as established by the American Water Works Association or American Standard Association. Measurement of ductile iron fittings will be made by counting the actual number of fittings installed and multiplying the number of fittings by the catalog weights for those types of fittings actually installed. Allowance will be made for glands and bolts.

B. Payment

The ductile iron fittings or specials required in the construction of the various size pipe lines as shown on the plans or as required will be paid for at the unit price bid per ton for furnishing and installing the ductile iron fittings complete in place. The unit price shall also include all materials, excavation, backfilling, concrete blocking and other incidental work required for the complete installation.

I5.8 Steel Cylinder Concrete Pipe Fittings

A. Measurement

No separate measurement or count of fittings and specials for steel cylinder concrete pipe will be made.

B. Payment

No separate payment will be made for fittings or specials for steel cylinder concrete pipe used on this project, but the cost of same shall be included in the price bid per linear foot for the various classes and sizes of pipe in the bid proposal.

l5.9 Casing Pipe In Bored Hole Or Open Cut

A. Measurement

Measurement of the casing pipe, of the type and size specified, shall be made by the linear foot of casing installed complete in bored hole or installed complete in open cut.

B. Payment

The unit price bid per linear foot for casing in bored hole or for casing in open cut shall be complete compensation for furnishing and installing the casing, complete in place, including all pits, boring equipment, materials and labor required for a complete installation. Payment for carrier pipe installed in the casing will be made as stated under Waterlines above.

l5.l0 Paving Cut and Repair

A. Measurement

Measurement of paving cut and repair will be made by the square yard for replacing pavement of the type specified. The area of the pavement replaced shall be determined by actual measurements on the ground; however, measurement will be limited to areas within widths of cuts as shown on the plans unless additional widths are authorized by the engineer. Any pavement removed or damaged outside of the aforementioned limits shall be replaced as prescribed with these specifications, but will not be measured for payment.

B. Payment

The unit price bid, per square yard, shall be complete compensation for cutting and removing the pavement, and constructing the concrete base and surfacing of the type specified, all as specified herein and as shown on the plans.

15.ll Trench Safety Systems, Sheeting and Shoring

A. Measurement

Trench Safety Systems shall be measured by the linear foot along the centerline of trench including manholes and other line structures.

B. Payment

Payment for Trench Safety Systems, measured as prescribed above, shall be made at the unit price bid per linear foot of "Trench Safety Systems: Payment of all work prescribed under this item shall be full compensation for the Trench Safety Systems including all Engineering cost and any additional excavation and backfill required, for furnishing, placing, maintaining and removing all shoring, sheeting, or bracing; for dewatering or diversion of water; for all jacking and jack removal; and for all other labor, materials, tools, equipment and incidentals necessary to complete the work.

Revised 08/07

GRAVITY FLOW PIPE SEWERS AND FITTINGS
FOR WASTE WATER AND STORM WATER

PART I – GENERAL

1.01 SCOPE

A. The work covered by this specification shall include the furnishing of all material, labor and equipment to construct, complete in place, all Gravity sewers including jointing, gaskets, fittings, castings, mortar, concrete, the placing of sewer pipe, and the construction of manholes and other appurtenance, all in accordance with the details shown on the plans and these specifications for the drainage of sanitary and/or storm sewage.

B. Sanitary and storm sewer lines constructed under these specifications shall be straight in grade and alignment between manholes. Manholes shall be constructed at any change in grade and at any change in alignment. In general manholes are to be constructed at 300 feet intervals or less with the maximum distance between manholes being 350 feet when approved by the Engineer.

1.02 QUALITY ASSURANCE

A. The Contractor, at the Engineer's request, shall furnish a certificate from the manufacturer of the pipe and fittings that the manufacturer is fully competent and capable of manufacturing sewer pipe, fittings, and accessories of the type, size and grade proposed for use in this project that are of uniform texture and strength that will fully comply with these specifications and have so manufactured this class of pipe in sufficient quantities to be certain that it will meet all normal field conditions of usage. The manufacturer must have adequate equipment and quality control facilities to be sure that each extrusion casting or run of pipe is uniform in texture, dimensions, and strength.

B. All PVC, HDPE, or plastic resin based pipe and fittings shall be covered during storage to protect them from excessive heat and direct sunlight.

C. All pipe and accessories shall be stored above ground and fully supported so that they will not bend or deflect excessively under their own weight.

D. Pipe in any way damaged or deformed during storage shall not be incorporated into this project, but at the direction of the Engineer, shall be permanently removed from the job site and project area.

1.03 TYPE OF PIPE

A. Pipe for sanitary sewers 15 inches in diameter and less shall be PVC. Pipe for storm drains 15 inches in diameter and less may be corrugated steel pipe when called for on the plans and in the bid proposal. Pipe 18 inches in diameter and larger shall be of the type shown on the plans and bid proposal.

B. The contractor may be allowed to bid a choice of two or more of the pipe materials when pipe 18 inches in diameter and larger are proposed for use on a project. When such choice is allowed the permissible choices will be clearly stated on the plans and/or bid proposal and a blank space will be provided for the contractor to write in the type of pipe proposed for use on the project. When such blank spaces are provided, the contractor must choose one of the permitted pipe materials as specified in part 2 “Materials” of these specifications and write in the type of pipe bid. Failure to write in the type of pipe bid may be reason to disqualify the bid. One or more types of pipe 18 inches in diameter and larger may be excluded from consideration on any given project by notes on the plans and/or the bid proposal.

PART 2 – MATERIALS

2.01 POLYVINYL CHLORIDE (PVC) PIPE AND FITTINGS FOR SANITARY AND STORM SEWERS

A. GRAVITY SEWERS

(1) Pipe and fittings in nominal diameters from 4-inch through 15-inch shall be manufactured in accordance with ASTM D3034, “Type PSM Polyvinyl Chloride (PVC) Sewer Pipe and Fittings” and pipe and fittings in diameter 18” through 36” shall be manufactured in accordance with ASTM F-679 or ASTM F-794, closed profile, subject to the modifications and limitations below.

B. MODIFICATIONS AND LIMITATIONS

(1) The concrete slab manhole tops shall be reinforced with number 4 steel reinforcing bars spaced at 12 inches on center each way. Additional diagonal bars shall be placed on 4 sides around the manway opening. The diagonal bars shall be number 4 rebar with a minimum length equal to the diameter of the manway opening plus 4 inches. The steel reinforcing mat shall be placed in the bottom of the slab with 1-1/2 inches protective covering.

(2) The term Dimension Ratio (DR) or standard dimension ratio (SDR) is the ratio of the average outside pipe diameter to the minimum wall thickness rounded to the nearest 0.5. The maximum DR for PVC sewer pipe shall be 35. PVC pipe sewers that will have less than 4 feet of cover shall be DR26.

(3) PVC pipe manufactured under ASTM F679 or F794 shall have a wall thickness that will meet or exceed the D.R. and stiffness specified herein. The minimum pipe stiffness for pipe having a DR of 26 shall be 115 psi. The minimum pipe stiffness for DR 35 pipe shall be 46 psi.

(4) Where DR 26 pipe is specified, all necessary fittings shall be the same as for SDR 35 PVC pipe.

(5) Minimum wall thickness for ASTM D-3034 PVC pipe shall be as follows:

Nominal Size (in.)	Min. Wall Thickness (in.)	
	DR 26	DR 35
4	0.162	0.120
6	0.241	0.180
8	0.323	0.240
10	0.404	0.300
12	0.481	0.360
15	0.588	0.437

The minimum wall thickness for PVC pipe meeting ASTM F-679 or F-794 requirements shall be the thickness as set forth in said ASTM specification that will meet or exceed the pipe stiffness and DR required.

(5) The identification markings as shown in Section 12 of ASTM 3034 shall note the specified DR of 26 where applicable.

(6) All pipe and fittings shall have the dimensions for inside diameter, outside diameter, etc. as shown in ASTM D3034 and/or ASTM F-679 except that the inside diameter DR 26 may be reduced by the added wall thickness.

(7) The pipe and fittings shall be homogeneous throughout and free from visible cracks, holes, foreign inclusions, or other injurious defects. The pipe shall be as uniform as commercially practical in color, opacity, density, and other physical properties.

(8) The Contractor shall provide wyes, tees, bends, adapters, and any other fittings called for in the specifications and/or shown on the plans or directed by the Engineer.

(9) The standard length of ASTM, D-3034 SDR 35 or SDR 26 PVC pipe under this specification shall be 20 feet with a minimum of 10 feet, except that all pipe used in service lines shall not exceed 10 feet in length unless otherwise approved by the Engineer. The standard laying length for ASTM F-679 PVC pipe shall be 13 feet. The Engineer must approve other laying lengths.

C. SEWER LATERALS AND CONNECTIONS

Pipe and fittings for service lines shall be the same material and thickness class as required for the main sewer. Schedule 40 PVC pipe may be used for 4” service lines when PVC pipe meeting requirements of ASTM 3034, SDR 35 is required.

D. JOINING SYSTEMS

(1) PIPE JOINTS

The pipe shall be joined with an integral bell, bell and spigot type rubber gasket joint. Each integral bell joint shall consist of a formed bell complete with a single rubber o-ring gasket. Gaskets shall be manufactured in accordance with ASTM F477 and shall be installed in accordance with the pipe manufacturer's instructions using all the necessary materials, lubricants and equipment recommended by the manufacturer.

For pipe 18" through 36" gaskets shall be factory installed and chemically bonded to the bell end of the pipe.

Lubricant shall be water soluble, non-toxic and have no deteriorating effects on gasket or pipe materials and shall not support the growth of bacteria. Lubricant shall be suitable for use at temperatures from 5^{o} to 120^{o} F (-15^{o} to 50^{o} C). Containers shall be labeled with the manufacturer's name and identified as PVC pipe joint lubricant. Each lubricant container shall have printed instructions for usage and joint assembly.

Field welded joints will not be allowed.

(2) FITTING JOINTS

All fittings shall utilize rubber gasket joints of the same type design and specifications as pipe joints.

(3) PIPE SPIGOT

The pipe spigot shall have a bevel and an insertion stop mark. The assembled joint shall be designed so the gasket shall be radially compressed to assure a positive water-tight seal for all installation conditions recommended by the manufacturer and under all combinations of production tolerances for the joint components. Each size joint shall be qualified to no leakage under various test conditions in conformance with ASTM Specification D-3212, "Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals."

E. INSPECTION AND TESTING

(1) INSPECTION REQUIREMENTS

Certification: as the basis of the acceptance of the material, the manufacturer will furnish a certificate of conformance to these specifications. The manufacturer will furnish other conformance certification in the form of affidavit of conformances, test results, and copies of test reports.

(2) PHYSICAL TEST REQUIREMENTS

For each 4,000 linear feet of pipe manufactured of each class and size of pipe, the following certified test data shall be required:

1. The basic dimensions shall be measured.
2. The allowable crush load (lbs/ft ^{2}) shall be calculated.
3. Impact resistance, fusion quality and ductility shall be tested.

F. MARKING AND DELIVERY

Each pipe shall be identified with the name of manufacturer, nominal size, cell classification, ASTM designation F794, Uni-Bell Plastic Pipe Association designation Uni-B-9, the pipe stiffness designation “PS-46 psi” and manufacturer’s date code.

1. MANHOLE CONNECTIONS

The Contractor shall provide smooth pieces of pipe for connecting sewer line into manholes. The Contractor shall be required to assist the manhole gasket supplier with the nominal outside diameter of these smooth pieces of pipe, as manufactured. There shall be only one plain end thickness for each diameter of pipe specified for the project.

2. DELIVERY

All pipe couplings and fittings shall be prepared for standard commercial shipment.

The pipe shall be inspected upon delivery to the job site for final acceptance. The contractor shall be responsible for all material furnished by him and he shall replace, at his own expense, all such material that is found to be defective in manufacture or which has become damaged in handling until final acceptance has been made. Pipe, which exhibits excessive ovalty or curvature, shall be rejected.

PVC pipe and fittings shall be covered during storage to protect them from excessive heat and direct sunlight.

All pipe and accessories shall be stored above ground and fully supported so as not to bend or deflect excessively under its own weight.

2.01(a) Metallic Marking Tape (For PVC Sewer Pipe)

2.01 (a).1 General

When non-metallic pipelines are to be installed, then the Contractor shall furnish and lay, above the pipeline, a continuous strip of metallic identification tape.

2.01 (a).2 Tape Material

The metallic identification tape shall be at least two inches (2”) in width and shall be of corrosive resistant metal of sufficient thickness to be stable and reflect electronic signals to electronic pipeline detector when buried to a dept of twenty-four (24”) below normal ground level.

The metallic tape shall be painted green on one side and shall have 1-inch high letters painted continuously on the same side of the tape which read, “CAUTION: BURIED SEWER LINE BELOW” or other words to this effect.

The marking tape shall be “Detectable Marking Tape”, as manufactured by the Omega Marking Company, or equal approved by the Engineer.

2.01(a).3 Construction Methods

The Contractor shall backfill over non-metallic pipelines to a depth which is less than twenty-four (24”) and not more than twelve inches (12) from the top of the cut of the ditch section in which the pipeline is laid. Contractor shall stop the backfilling material to a generally uniform level. All machine tamping, jetting and other compaction activities shall be accomplished up to this point of height in the backfilling the marking tape is placed in the trench.

The Contractor shall then lay the marking tape in the pipe trench and shall be held in position by the spot placement of backfill materials over it to keep it from sliding t the sides and/or from being blown about in the ditch by the wind. The tape shall be lid with the painted side, which shall also be the side with the identification lettering on it, in the “up” position. The tape shall be laid in the flat position and kept there until backfill is accomplished.

The Contractor shall then complete the backfilling operation in such a manner that the marking tape is not cut, crimped, ruptured or separated by the backfilling work.

2.01(a).4 Measurement and Payment

No separate pay item will be provided for furnish and placing the marking tape. This item shall be considered subsidiary to the non-metallic pipe being placed.

2.02 CORRUGATED STEEL PIPE (CSP) FOR STORM SEWERS AND CULVERTS ONLY

1. PIPE

A. STEEL SHEET STOCK

(1) Corrugated steel pipe shall be manufactured using galvanized steel sheet AASHTO M 218 or aluminized steel sheet AASHTO M 274.

(2) The lining for smooth lined corrugated steel pipe shall be polymer coated on both sides. The minimum thickness of the polymer coating shall be 10 mils.

B. PIPE DESIGNATION

(1) Pipe furnished shall be manufactured in accordance with AASHTO Specification M 36.

(2) Corrugated steel pipe shall be one or more of the following type as designated in AASHTO M 36.

Type I - Full circular cross section having helical corrugations.

Type IA - Full circular smooth lined pipe constructed of an outer shell having helical corrugations with a smooth sheet lining attached to the outer shell at helical lock seams.

Type IR - Full circular cross section with helical rib protruding outward.

Type II - Type I pipe formed into a pipe arch.

Type IIA - Type IA pipe formed into a pipe arch.

The type of pipe furnished on this project will be as shown on the plans and in the bid proposal.

When no type of pipe is called for on the plans or in the bid proposal helically corrugated circular single wall pipe (Type I or Type IR) shall be furnished.

C. MANUFACTURERS CERTIFICATION

(1) The pipe manufacturer will be required to certify the adequacy of the pipe furnished for the application and design life of the project.

(2) The design life for storm sewers constructed under this specification is 50 years.

(3) The pipe manufacturer will be required to run soil pH, soil resistivity and such other test as they deem necessary to design pipe thickness and protective coatings required to assure the adequacy of the pipe supplied.

D. CORRUGATION AND MINIMUM THICKNESS

(1) Thickness used in this specification refers to the bare steel thickness before coating is applied. The minimum thickness for any single wall corrugated steel pipe furnished under this specification is 16 gage.

(2) All corrugated steel pipe furnished under these specifications shall have helical corrugations.

(3) Circular corrugated steel pipe 48” in diameter and smaller shall have 2-2/3” x ½” corrugation and shall be a minimum of 16 gage in thickness.

Circular corrugated steel pipe larger than 48” in diameter may have either 2-2/3 x ½” or 3” x 1” corrugations. The minimum thickness for corrugated steel pipe larger than 48” in diameter and having 2-2/3 x ½” corrugation shall be as follows:

54” Diameter - 12 gage
60” Diameter - 10 gage
66” through 90” Diameter - 8 gage

The minimum thickness for circular corrugated steel pipe having 3” x 1” corrugation and diameters of 54” through 90” shall be 14 gage.

(4) For smooth lined corrugated steel pipe the minimum thickness for the lining shall be 20 gage and the minimum thickness for the outer shell shall be 18 gage.

The corrugations for the outer shell shall be 2-2/3” x ½” for pipe 48” diameter and smaller. Larger diameter pipe may use 3” x 1” corrugations in the outer shell. The sum of the thickness for the outer shell and the liner shall be a minimum of one thickness unit greater than the thickness that would be required for single wall pipe of the same diameter or span.

(5) Spiral rib steel pipe (Type IR) shall have outward projecting spiral corrugations of ¾” x 1” at 11-1/2” on center in accord with AASHTO specification M 36 or ¾” x ¾” at 7-1/2” on center as described in AASHTO specification M 196.

The minimum thickness for spiral rib pipe 48” in diameter and smaller shall be 16 gage.

The minimum thickness for spiral rib pipe 54” and 60” in diameter shall be 14 gage.

The minimum thickness for spiral rib pipe 66” and 72” in diameter shall be 12 gage.

The minimum thickness for spiral rib pipe larger than 72” in diameter shall be as shown on the plans.

(6) The corrugations and minimum thickness of corrugated steel pipe arch shall be in accord with the following table:

EQUIV. Dia. (in.)	2-2/3" x ½" Corrugations Span (in.)	Rise (in.)	Gage	3" x 1" Nominal Size Span (in.)	Rise (in.)	Gage
15"	17	13	14			
18"	21	15	14			
24"	28	20	14			
30"	35	24	14			
36"	42	29	14	40	31	16
42"	49	33	12	40	36	14
48"	57	38	10	53	41	12
54"	64	43	10	60	46	12
60"	71	47	8	66	51	12
66"	77	52	8	73	55	12
72"	83	57	8	81	59	12
78"				87	63	12
84"				95	67	12
90"				103	71	12

When 2-2/3" x ½" corrugations are called for on the plans and/or on the bid schedule the substitution of 3" x 1" corrugations will be allowed only upon the demonstration by the contractor that there is sufficient head room to accommodate the higher rise for arch pipe of this cross section.

E. END TREATMENT AND JOINING

(1) The ends of all corrugated steel pipe furnished for this project shall be rolled to provide circumferential corrugations for coupling. The end corrugations for all pipe 48" in diameter and less shall be 2-2/3 x ½". The end corrugations for single wall helically corrugated steel pipe or for smooth lined corrugated steel pipe 54" in diameter and larger shall be the same pitch as the pipe furnished and may be either 2-2/3" x ½" or 3" x 1". The end corrugations for spiral rib (Type IR) corrugated steel pipe shall be 2-2/3" x ½" or 3" x 1" for pipe 54" and larger in diameter.

(2) Coupling bands shall be made of the same material as the pipe and shall be not more than 3 nominal sheet thicknesses lighter than the pipe joined and in no case less than .052 inch.

Jointing devices for joining corrugated steel pipe shall have a gasket and shall produce a joint meeting the infiltration/exfiltration requirements of these specifications.

If it should be necessary to cut a joint of Helically corrugated pipe and join the unreformed end to another section of pipe or fitting extra width bands will be required and special care must be taken to insure a water tight connection.

Locking bands shall be corrugated and shall securely fit into at least one full annular corrugation. The corrugations on the locking band must match the corrugations on the pipe being joined.
The minimum width for locking bands is as follows:

for 2-2/3 x ½ inch corrugations	10-1/2 inches
3 x 1 inch corrugation	12 inches

For helical corrugations that have not been reformed the coupling bands must be at least 2 inches wider than the widths listed above.

Unless shown otherwise on the plans all bolts for coupling or locking bands shall be ½ inch in diameter. Bands 12 inches wide or less shall have a minimum of 2 bolts. Bands wider than 12 inches shall have a minimum of 3 bolts.

Bolts must be galvanized in accordance with AASHTO Designation M232 or ASTM A164 Type RS.

(3) Gaskets for corrugated steel pipe shall be closed cell expanded rubber and shall be formed into a continuous band. Gaskets may be either “O” ring or flat band as recommended by the pipe manufacturer. Flat band gaskets shall be a minimum of 7” wide and 3/8” thick. “O” ring gaskets shall be 13/16” diameter minimum for pipe 36” in diameter or less and 7/8” for pipe larger than 36” diameter and having ½” deep corrugations. “O” ring gaskets shall be a minimum of 1-3/8” diameter for pipe having 1” deep corrugations. When “O” ring gaskets are furnished, an additional flat gasket shall be furnished and placed between the overlapping ends of the coupling band. This flat gasket shall completely fill the gap between the “O” rings. All gasket materials shall be capable of producing a water tight joint that will meet the leakage requirements of these specifications.

2. CORRUGATED STEEL MANHOLE FITTINGS, AND CLEAN OUTS

A. FABRICATION

(1) Corrugated steel manholes and fittings shall be constructed of the same material and type of pipe furnished for the storm sewer line with the exception that manhole risers shall be helical corrugated single wall circular pipe when used with pipe arch sewers or smooth lined corrugated steel pipe. The thickness of the manhole riser shall be the same as would be required for the same type and diameter pipe if it were used for the storm sewer.

(2) Cleanouts for use on shallow storm sewer and inlet leads shall be manufactured from pipe meeting the requirements of these specifications. Cleanouts shall be constructed to the dimensions and in accord with the details shown on the plans.

B. CONNECTION TO MANHOLES AND CLEANOUTS

(1) Stub outs from manholes and cleanouts for connection to storm sewers and inlet leads shall have annular corrugations and shall be compatible with the type and size of pipe being connected. Stub outs provided for connection to PVC pipe storm sewers and inlet leads shall be sized so that the PVC pipe can be inserted into the stub leaving the least amount of annular space between the PVC pipe and the CSP practical. The PVC pipe shall be connected using an approved molded rubber or PVC sleeve connector clamped to both pipes with stainless steel straps.

The connector shall be a flexible coupling as manufactured by Fernco, 300 S. Dayton St., Davison, MI., or approved equal.

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C. LEAKAGE

Manholes, fittings and cleanouts shall meet the leakage requirements of these specifications.

D. SHOP DRAWINGS

The contractor shall submit shop drawings of all manholes, fittings and cleanouts for approval prior to their fabrication. A minimum of 5 sets of drawings for each manhole, each fitting and each cleanout shall be submitted.

E. CONCRETE SLAB TOPS

A reinforced concrete slab top shall be constructed for each manhole and cleanout. The slab shall extend to one foot (1') outside the riser section on all sides and shall have an eccentric 2' diameter opening for the manway located at the outside edge of the riser section. For manholes and cleanouts designated for standard manhole rings and covers the concrete top shall be 8 inches thick and shall be finished smooth to receive the manhole ring.

For manholes designated to receive pressure type manhole rings and covers the concrete slab top shall be a minimum of 12 inches thick and shall have L bolts imbedded in the concrete to fit the requirements of the manhole ring furnished. The slab shall be finished smooth to receive the manhole ring. The manhole ring shall be securely bolted to the slab and sealed using "Ram Nek" or an approved equal bitumastic sealer between the manhole ring and the concrete slab.

The concrete slab manhole tops shall be reinforced with number 4 steel reinforcing bars spaced at 12 inches on center each way. Additional diagonal bars shall be placed on 4 sides around the manway opening. The diagonal bars shall be number 4 rebar with a minimum length equal to the diameter of the manway opening plus 4 inches. The steel reinforcing mat shall be placed in the bottom of the slab with 1-1/2 inches protective covering.

F. PRESSURE MANHOLE RING AND COVER

(1) Pressure type manhole rings and covers shall be Western Iron Works No. 380-24P or approved equal. The manhole cover shall be sealed with an "O" ring gasket in a ring groove and shall be secured to the ring by six (6) 5/8-inch stainless steel bolts.

(2) The ring shall have six (6) 1-1/4 inch bolt holes in the flange for securing the ring to the concrete slab top on the manhole.

3. CORRUGATED STEEL PIPE SLOTTED DRAIN

(1) Corrugated steel pipe slotted drains shall be fabricated from full circle corrugated steel pipe conforming to these specifications.

(2) C.S.P. Slotted drains shall be of a type as manufactured by "Contech Construction Products, Inc.", "Texas Corrugators", "Caldwell Culvert Company" or approved equal.

(3) The upstream end of CSP slotted drains shall be equipped with a bend and a ring and cover of the some size as the pipe from which the slotted drain was fabricated to allow cleaning equipment to be inserted into the slotted drain. The ring and cover shall be Nenah Foundry Co. R-5901 open grate or R-5900 solid lid or approved equal. Unless shown otherwise on the plans the open grate shall be furnished.

(4) When slotted drain is to be connected to PVC leads, molded rubber or PVC flexible connector as specified for connections to manholes and cleanouts shall be furnished.

4. DAMAGED COATING

A. PROTECTION OF PIPE

(1) Pipe fittings and specials shall be handled and stored in a manner that will minimize damage to the coating.

(2) The fabrication process shall be designed to minimize the burning of coatings during welding.

(3) Pipe and/or fittings showing excessive abuse or damage will be rejected.

B. REPAIRING DAMAGE

(1) Pipe on which the metallic coating has been burned by welding or has been otherwise damaged in fabricating or handling, shall be repaired. The repair shall be done so that the completed pipe shall show careful finished workmanship in all particulars.

(2) The damaged area shall be cleaned to bright metal by blast cleaning, power disk sanding, or wire brushing. The cleaned area shall extend at least ½ inch into the undamaged section of the coating. The cleaned area shall be coated within 24 hours and before any rusting or soiling.

(3) Zinc-rich paint shall be applied to a dry film thickness of at least 0.005 inches over the damaged section and surrounding cleaned area. Zinc-rich paint shall be used for repair of damage to all types of metallic coating -zinc, aluminum, and aluminum-zinc alloy.

2.03 CAST-IN-PLACE CONCRETE SEWER PIPE (NON-REINFORCED) FOR STORM SEWERS ONLY

1. DESCRIPTION

This item shall cover machine cast-in-place monolithic non-reinforced concrete pipe, which shall consist of Portland cement concrete placed in a prepared trench at such locations and grades shown on the plans and intended to be used for the conveyance of storm water. Items and item numbers referred to in this specification are the items as given in the "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges."

2. MATERIALS

The cast-in-place pipe shall be constructed of Class "C" concrete. The concrete shall meet the requirements of Item 421, "Concrete for Structures," and Special Provision thereto, except as otherwise noted herein or on the plans. Type III Portland Cement shall be used.

The minimum compressive strength for concrete used in this item is 4000 psi. Backfilling operations may proceed when the concrete has reached 2000 psi compressive strength.

The coarse aggregate grading for pipe diameters 48 inches or less shall conform to that of Aggregate Grade No. 3, one inch (1") maximum size aggregate under Item 421. For pipe diameters over 48 inches, Coarse Aggregate No. 2, one and one third inch (1-1/3") maximum size aggregate shall be used.

No concrete having a slump in excess of 2" will be permitted for use in pipes with diameters of 48 inches and over. For pipes with diameters less than 48 inches, no concrete having a slump in excess of 3" will be permitted for use. At the option of the Contractor, sections of precast reinforced concrete pipe (D-load) may be substituted for cast-in-place concrete pipe. Pipe and installation shall conform to the requirements of Item 465, "Pipe Sewers." Backfill shall be in accordance with the requirements for other storm sewers in these specifications using crusher fines (chat).

3. PIPE MAKING EQUIPMENT

The pipe shall be constructed with equipment specially designed for constructing cast-in-place monolithic concrete pipe. The equipment shall be acceptable to the Engineer and the Contractor may be required to furnish evidence of successful operation in other work of the equipment he proposes to use. Equipment not suitable to produce the quality of work required for the pipeline will not be permitted to operate on the project.

4. DIMENSIONS AND TOLERANCES

The design shell thickness shall be as specified in Table 1.

TABLE I

Internal Diameter inches	Min. Shell Thickness inches
18	2
24	2-1/2
30	3
36	3-1/2
42	4
48	5
54	5-1/2
60	6
66	6-1/2
72	7
84	8
96	9
108	10
120	11

Variation in the internal diameter shall not exceed plus or minus 3 percent. The maximum allowable deviation form the true grade of the design invert of the pipe shall not exceed ½ inch either side of true grade. Where deviation from true grade occurs, true grade shall be re-established at a maximum departure of one-eighth inch per foot.

5. EXCAVATION AND BACKFILL

Excavation shall be in accordance with the requirement for other types of storm drains, except as modified herein. The trench shall be excavated in the lines and grades shown on the plans or as directed by the Engineer. The width of the trench shall be sufficient to accommodate travel of the pipe machine only. The bottom of the trench shall be shaped to the nominal outside circumference of the pipe. Excavation shall be performed from the outlet to the inlet. If the trench is over-excavated for the bottom 210 degrees of the pipe the excess area shall be filled with concrete. If rock is encountered, it will be removed at least 6 inches below the bottom of the pipe and the trench refilled with material sufficiently compacted to

allow operation of the machine and provide a smooth firm surface. The sidewall of the pipe shall be placed against undisturbed material.

Backfill material will be a crusher fine (chat) as described elsewhere in these Specifications. No backfill other than permitted for curing purposes shall be placed until the line has been inspected and approved by the Engineer. The trench may be completely backfilled after the pipe has been in place at least 24 hours and concrete strength requirements have been reached. Light traffic, axle load less than 6,000 pounds, may be routed over the pipe after backfill has been completed for twenty-four (24) hours. Unrestricted traffic may be permitted over the pipe after the backfill has been in place for forty-eight (48) hours.

All backfill material shall be mechanically compacted to 95% modified proctor or as directed by the Engineer.

6. CONSTRUCTION

All surfaces against which concrete are to be placed shall be free from standing water, mud, and debris. Absorptive surfaces against which concrete are to be placed shall be moistened thoroughly so that moisture will not be drawn from the freshly placed concrete.

The concrete shall be placed in one operation around the full circumference of the pipe by means of a traveling form. The forms shall be of sufficient strength to withstand vibrating or tamping the concrete and to permit workmen to walk on the forms without causing springing or bulging at any point.

As the traveling form moves forward, forms shall be placed inside the newly formed pipe to support a minimum of 230 degrees of the upper portion of the pipe.

The concrete shall be vibrated, rammed, tamped or worked with suitable appliances until the concrete has been consolidated to the maximum practicable density, free of rock pockets, and closes snugly against all surfaces or forms and provides a bond between the pipe shell and supporting earth.

When placing operations cease for any reason, the end of the pipe shall be left rough with a slope of approximately 45 degrees. The ends of the pipeline shall be covered with canvas or other suitable cover material to prevent excessive loss of moisture from the interior of the pipe already placed.

When starting pipe laying operation from a previously laid cast-in-place pipe or section of pre-cast pipe, a construction joint shall be made by excavating a “bell” completely around the end of the existing pipe and constructing a concrete collar to extend at least one foot either side of the joint with a minimum thickness equal to that of the wall of the pipe. The end of the existing pipe shall be clean and damp before continuing pipe making operations. Cleaning of the construction joint shall consist of removing all latency, loose or defective concrete, coatings, and any other deleterious materials.

All forms shall be clean and shall be placed at the trench side at the location of their proposed use for inspection by the Engineer. Forms, which are defective in any way, will not be used, and upon condemnation they shall be removed from the site of the work. The forms shall not vary more than ½ inch from the lower edge of a straightedge laid parallel to the centerline of the form, and shall be free of any holes larger than 5/8 inch in greatest dimension. The pipe machine shall be thoroughly clean and serviced prior to the placing of the concrete. Particular attention will be given to all parts of the machine with which concrete comes into contact.

Concrete chutes or trunks shall be provided to reach within 1 foot of the pipe machine hopper. The end of the chute or trunk shall discharge the concrete at the center of the hopper. Provisions shall be maintained to minimize segregation of the concrete mix in all phases of the operation.

Delays in placing shall be handled as follows or as otherwise directed. The concrete hopper on the pipe laying machine shall be kept ½ full at all times, provided, however, that when placing operations cease or are delayed for any reason for more than 20 minutes, the pipe machine shall be pulled forward until all the concrete is exhausted and until the top troweling skirt is clear of the concrete. If the pipe laying operation proceeds within one hour of the time of the last placement, no further steps need to be taken. However, if longer than one hour has elapsed, then a construction joint must be made as previously described. The end of the pipe shall be left rough and at the natural slope when the machine is moved forward.

All junctions of pipe shall be provided for at the time the cast-in-place pipe is placed.

Inside forms shall be removed from the pipe not sooner than 4 hours nor longer than 24 hours after placement of the concrete. Care shall be taken when removing forms to prevent damage to the pipe. The inside of the pipe shall be carefully inspected for imperfections in placement, and any required repairs or smoothing shall be made immediately to provide a uniform interior surface. No wash, mortar or concrete shall be applied to a surface not properly moistened or cleaned. Visible cracks shall be brushed with cement paste or chipped out and pointed up with cement mortar. Any cracks that appear to go through the shell shall be grooved and filled with mortar. All construction operations and methods for providing a watertight pipeline shall be the responsibility of the Contractor. Mortar shall consist of one part cement; two parts well graded sand passing 1/8-inch sieve. Wash shall consist of four parts cement, one part fire clay. The finished surface of the concrete pipe shall be substantially free of fractures, cracks and surface roughness.

7. CURING CONCRETE

Immediately after the concrete is placed the exposed surface of the concrete shall be cured by covering the top with a sheet of polyethylene film sealed with dirt along the edges. During the curing period following the placement of the concrete, the ends of the pipeline and all other openings into the pipeline shall be covered with canvas or other suitable material, except at locations where work is actually in progress. The inside surface of the pipeline shall not be cured.

8. MANHOLES AND BENDS

Manhole bases shall be hand formed on top of the pipe as soon as the pipe-placing machine has passed. Where required, the extra width for manholes shall be excavated ahead of the pipe placing operation. The base for the manhole shall be formed to receive a standard precast concrete barrel section and shall be shaped and smoothed so that the joint can be sealed water tight by use of “Ram Nek” or other approved joint sealing material.

Bends may be formed and cast in place or fabricated using precast reinforced concrete pipe (load D). Design and shop drawings shall be submitted to and approved by the Engineer before the bends are fabricated or cast.

9. MEASUREMENT

Measurement of manholes shall be as specified elsewhere in these specifications. Measurement of bends shall be as for other storm sewer pipe. The method of pipe measurement shall conform to that for other types of storm drainpipe in the section or storm drains in these specifications.

10. PAYMENT

Payment for cast-in-place non-reinforced pipe sewers, measured as prescribed above, will be made at the unit price bid per linear foot for the various sizes of “Pipe Sewers (Cast-in-Place)” complete in place. Payment for manholes shall be as specified elsewhere in these specifications.

Such payment shall be full compensation for furnishing all concrete materials, precast reinforced concrete pipe used in place of cast-in-place pipe, and for all other materials, tools, labor, equipment, and incidentals required to perform the applicable work prescribed herein.

When precast reinforced concrete pipe at the Contractor’s option is used in a line of cast-in-place pipe the additional excavation for the pipe will be subsidiary.

2.04 CENTRIFUGALLY CAST FIBERGLASS REINFORCED RESIN PIPE SEWERS

A. DIRECT BURY PIPES

1. GENERAL

All pipes, joints and fittings shall be manufactured in accordance with the requirements of the applicable standard given below except as noted herein:

Service	Standard
Non pressure Sanitary Sewer	ASTM D3262
Sewer Force Main and Effluent Lines	ASTM D3754

Pipes shall be centrifugally cast, fiberglass-reinforced polyester resin as manufactured by Hobas USA, Inc. or approved equal.

Minimum pipe stiffness when tested in accordance with ASTM D2412 shall be 46 psi.

2. MATERIALS

The manufacturer shall use only approved polyester resin systems for which he can provide a proven history of performance in these particular applications. The historical data shall have been acquired from a composite material of similar construction and composition as the proposed product.

The reinforcing glass fibers used to manufacture the components shall be of highest quality commercial grade of E-glass filaments with binder and sizing compatible with impregnating resins. Sand shall be minimum 98% silica with a maximum moisture content of 0.2%

3. DIMENSIONS

Pipe outside diameters shall be in accordance with AWWA Standard C151 and C950. For diameters larger than covered in those documents, OD's shall be as shown in Table 1.

TABLE I

*WP/s		0/46		50/46		100/46		150/46		200/46	
Nomin Pipe Sz. (in.)	Pipe OD (in.)	Min. wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt (lb/ ft.)
18	19.50	.42	20	.41	20	.40	19	.38	18	.37	18
20	21.60	.46	25	.45	24	.43	23	.42	22	.40	21
24	25.80	.54	35	.53	34	.51	33	.49	31	.47	30
30	32.00	.66	54	.65	53	.62	51	.60	49	.57	47
36	38.30	.78	77	.77	76	.74	73	.71	70	.68	67
42	44.50	.90	104	.88	101	.85	98	.82	94	.78	89
48	50.80	1.02	134	1.00	131	.96	126	.93	122	.88	115
54	57.10	1.14	169	1.12	166	1.08	160	1.04	155	.99	147
60	62.90	1.26	209	1.23	204	1.19	197	1.14	188	1.09	180
66	69.20	1.38	249	1.35	243	1.30	234	1.25	228		
72	75.40	1.50	298	1.47	292	1.41	280	1.36	270		
78	81.60	1.62	352	1.58	343	1.52	331	1.47	320		
84	88.00	1.74	409	1.70	399	1.64	385				
90	94.30	1.86	468	1.82	458	1.75	440				
96	100.6	1.98	531	1.94	520	1.87	501				

- **Maximum nominal working pressure in psi/pipe stiffness in psi**

Pipe shall be supplied in nominal lengths of 20 feet. Actual laying length shall be the nominal plus or minus 2 inches. At least 90% of the total footage of each size and class of pipe, excluding special order lengths, shall be furnished in nominal length sections.

4. **PRESSURE CLASS & TESTING FOR SEWER FORCE MAINS AND EFFLUENT LINES**

The pipe nominal pressure class (PN) shall be equal to or greater than the maximum sustained operating pressure of the line. The minimum pressure rating for non-pressure pipe shall be 15 psi.

The maximum transient (operating plus surge) pressure of the line shall not exceed the pipe nominal pressure class by more than 40%.

Pipe hoop tensile strength for pressure pipe shall be verified as specified in the applicable standard (D3754 or C950) or by random burst testing at the same sampling frequency. All pipes shall be capable of withstanding a test pressure of 2 times the maximum sustained operating pressure of the line without leaking or cracking. This performance shall be periodically verified at the factory for pressure pipe at least once per lot as defined in D3754, section 7.1.

A. JOINTS

Unless otherwise specified, the pipe shall be field connected with fiberglass sleeve couplings that utilize elastomeric sealing gaskets made of EPDM rubber compound as the sole means to maintain joint water tightness. The joints must meet the performance requirements of ASTM D4161.

B. FITTINGS

Flanges, elbows, reducers, tees, wyes, laterals and other fittings shall, when installed, be capable of withstanding all operating conditions. Acceptable configurations include contact molded or metered fiberglass or properly protected standard ductile iron.

Unbalanced thrust forces shall be restrained with thrust blocks or other approved suitable methods. Fiberglass tees, wyes, laterals, or other similar fittings shall be fully encased in reinforced concrete designed to withstand the pressure forces.

2.05 POLYETHYLENE SEWER PIPE

A. SCOPE

(1) This specification covers Polyethylene (PE) pipe with a corrugated outer wall and a smooth interior wall, for use with non-pressure sanitary sewer systems. The PVC fittings and joints are included in the specification.

B. MATERIAL AND MANUFACTURING

1. PIPE MATERIALS

The pipe shall be made from clean virgin Polyethylene compounds having a cell classification of 324420C as defined by ASTM D-3350.

2. FITTING MATERIALS

The fittings shall be made from clean virgin polyvinyl chloride (PVC) compounds having a cell classification of 12454B, 1245C or 13343C as defined by ASTM D-1784.

Pipe shall be manufactured by simultaneous extrusion of the corrugated and smooth walls with the smooth inner wall fused to the outer corrugated wall.

Fittings shall be molded or fabricated.

3. JOINING MATERIALS

a. Gaskets
b. Elastomeric gaskets shall meet the requirements of ASTM F-477.
c. Lubricants

The lubricants used for assembly shall have no detrimental effect on the gasket or the pipe, and shall be per published recommendations of the pipe manufacture.

4. MATERIAL CERTIFICATION

A manufacture's or an independent laboratory certification shall be furnished to the purchaser/engineer that the products were manufactured, sampled, tested, and inspected at the time of manufacture in accordance with this specification.

C. PIPE DIMENSIONS

Pipe dimensions shall meet the following requirements when tested in accordance with ASTM D-2122.

Nominal Size	Avg. O.D.	Avg. I.D.
4	4.790 (121.7)	4.00 (101.6)
6	6.930 (176.0)	6.00 (152.4)
8	9.145 (232.2)	8.00 (203.2)
10	11.405 (289.7)	10.00 (254.0)
12	14.450 (367.0)	12.00 (304.8)
15	17.530 (445.3)	15.00 (381.0)
18	21/150 (537.2)	18.00 (457.2)

D. INSTALLATION

1. Joint Tightness

Minimum joint performance shall show no leakage when tested in accordance with ASTM D-3212.

2. Supplier Assistance

A manufacturers representative of the above referenced pipe material shall be present at the beginning of the installation as required by the Design Engineer or Contractor and shall remain on site until released by the Design Engineer or Field Inspector/Engineer.

2.06 INLETS FOR STORM SEWERS

A. CURB TYPE INLETS

(1) Curb inlets shall be constructed at the locations and to the lines and grades or shown on the plans or as directed by the Engineer.

(2) Curb inlets shall be constructed of reinforced class “C” concrete in accordance with Section 1-B “Concrete Structures” and the plans and detail drawings.

(3) The curb section and the curb inlet shall conform to the curb and gutter section in which it is placed in so far as it is possible.

B. GRATE TYPE INLETS

(1) Grate inlets shall be constructed at the locations and the lines and grades as shown on the plans or as directed by the Engineer.

(2) Concrete boxes for grate inlets shall be constructed of reinforced Class “C” concrete in accordance with Section 1-B “concrete Structures” and the plans and detail drawings.

(3) Grates shall be constructed of ASTM A-48 gray iron having minimum tensile strength of 35,000 psi or ductile iron having a minimum tensile strength of 60,000 psi and a yield strength of 40,000 psi.

The size, style, shape, type, weight and class shall be as shown on the plans.

Grate frames shall be as manufactured for the grate by the grate fabricator. If more than one type or style or frame is available, the type and/or style shall be as indicated on the plans.

C. COMBINATION INLETS

(1) Combination curb and grate inlets shall be constructed at the locations and to the lines and grades as shown on the plans or as directed by the Engineer.

(2) Combination inlets shall be constructed in accordance with the applicable requirements for “Curb type inlets” and “Grate type inlets” above.

D. INLET LEADS

(1) Inlet leads may be PVC pipe or CSP as shown on the plans and called for in the bid proposal.

(2) Inlet leads shall be constructed in accordance with the specifications for type of material used and the plans and detail drawings.

(3) Where two or more leads are joined together to form a single lead to the storm sewer they shall be joined at a cleanout unless shown otherwise on the plans.

(4) Inlet leads shall be connected to the storm sewer at a manhole. The leads shall enter the manhole at a point that will match the .8 points of the two pipes as near as practical.

E. CLEANOUT FOR STORM SEWER INLET LEADS

Cleanouts at the juncture of inlet leads shall be constructed in accordance with the dimensions and requirements shown on the plans and detail drawings.

F. CORRUGATED STEEL SLOTTED DRAINS

(1) Corrugated steel slotted drains shall be as specified in section 2.02-3 of these specifications and shall be furnished in the lengths and diameters as shown on the drawings and in the bid proposal.

(2) Corrugated steel slotted drains are approved for nuisance water inlets only and are sized to allow for considerable clogging before they will cease to function in this capacity.

2.07 MANHOLES

1. GENERAL

A. **CONCRETE MANHOLES ARE NOT TO BE USED FOR SANITARY SEWERS AFTER DECEMBER 31, 2002. FIBERGLASS MANHOLES ARE TO BE USED FOR ALL SANITARY SEWERS**. Concrete manholes can be used for storm water sewers.

All manholes furnished for this project shall be precast unless noted otherwise on the plans and or bid proposal.

Precast manholes shall conform to the requirements of ASTM Specification C-478 with the modifications given in this article.

Concrete used for precast manholes shall have a minimum 28-day compressive strength of 4,000 psi and shall have a minimum cement content of 7 sacks per cubic yards.

All manhole sections shall be furnished with tongue and groove type joints suitable for sealing water tight with rubber or bituminous joint sealer or gaskets.

B. When cast in place components for manholes are called for on the plans the concrete used shall have a minimum 28 day compressive strength of 4,000 psi and a minimum cement content of 7 sacks per cubic yard and shall conform to the requirements of ASTM Specification C-478 with wall thickness as shown on the plans and detail drawings.

Aggregate for the concrete shall meet the sodium sulfate and magnesium sulfate test as required in ASTM Specification C-33.

C. Mortar for filling and shaping the inverts in precast manhole bases and for mortaring precast grade rings and cast iron rings and covers shall consist of one part Portland cement ASTM C150 Type 1 to 3 parts washed sand mixed with just enough water to make a workable mix.

D. Manholes for corrugated steel pipe may be precast concrete or corrugated steel as described in Article 2.02. The type and material shall be as shown on the plans and called for on the bid proposal.

2. PRECAST MANHOLES

A. Manhole base sections shall be cast with an integral floor and shall be constructed in accordance with the details shown on the plans.

B. Manhole riser sections shall be constructed in accordance with the plans and details and these specifications. When pipe openings are required in manhole riser sections they shall be of the same type and meet the same requirements as the pipe openings in the precast bases.

Manhole riser sections for each manhole shall be furnished in the proper combination of lengths to construct the manhole in conjunction with the other components to the finished grade shown on the plans.

C Eccentric cone sections shall be constructed in the same manner as other components except the top of the cone will have a flat surface to accommodate the manhole ring and cover or grade adjusting rings instead of a tongue or groove.

Generally openings will not be required in the wall of the cone section of the manhole.

D. Manhole grade rings shall comply with all the requirements for manhole riser sections except they shall be cast smooth both sides without tongues and/or grooves.

Manhole grade rings shall be sized to fit the smooth small end of the cone section and shall be cast in heights of 2", 4" or 6".

E. Joint seals for precast concrete manholes shall be a bitumastic sealer such as Ram-Nek or approved equal, a soft rubber sealer such as Butyl-Lok or approved equal or an approved "O" ring gasket or a combination of the above if required to achieve a water tight joint.

F. All water tight Storm Sewer Manholes constructed on this project shall have Neenah R-1755-C watertight manhole rings and covers or approved equal.

No separate payment will be made for the protective plastic manhole linings or for the water tight manhole rings and covers but the cost of these items shall be included in the price bid for water tight Storm Sewer Manholes.

In addition to the markings required by ASTM Specification C-478, all components of each manhole shall be, marked with location identifying information such as manhole number or line number and station value where manhole is to be installed. If the manhole has openings for installation of branch lines above the base section, each manhole section shall be clearly marked with the sequence of installation to assure the branch opening will be at the correct elevation.

3. FIBERGLASS MANHOLES

A. SCOPE

Fiberglass reinforced polyester manholes shall be manufactured from commercial grade polyester resin or other suitable polyester or vinyl resins, with fiberglass reinforcements and in accordance with the latest edition of ASTM D 3 753 (Standard Specification for Glass-Fiber Reinforced Polyester Manholes). Fiberglass manholes shall be used with fiberglass or plastic sewer pipe.

B. MATERIALS

1. **Resin:** The resins used shall be a commercial grade unsaturated polyester resin.

2. **Reinforcing Materials**: The reinforcing materials shall be commercial Grade "E" type glass in the form of mat, continuous roving, chopped roving, roving fabric, or a combination of the above, having a coupling agent that will provide a suitable bond with the resin and leave a resin rich surface.

3. **Surfacing Materials**: If reinforcing materials are used on the surface exposed to the contained substance, they shall be a commercial grade chemical-resistant glass organic surfacing mat having a coupling agent that will provide a suitable bond with the resin and leave a resin rich surface.

4. **Fillers and Additives**: Fillers, when used, shall be inert to the environment and wet well construction. Additives, such as thixotropic agents, catalysts, promoters, etc., may be added as required by the specific manufacturing process to be used. The resulting reinforced plastic material must meet the requirement of this specification.

C. FABRICATION

1. **Exterior Surface**: The exterior surface shall be relatively smooth with no sharp projections. Handwork finish is acceptable if enough resin is present to eliminate fiber show. The exterior surface shall be free of blisters larger than ½ inch in diameter, de-lamination and fiber show.

2. **Interior Surface**: The interior surface shall be resin rich with no exposed fibers. The surface shall be free of crazing, de-lamination, blisters larger than ½ inch in diameter, and wrinkles of 1/8 inch or greater in depth. Surface pits shall be permitted up to 6 per square foot if they are less than ¾ inch in diameter and less than 1/16 inch deep.

3. **Defects not permitted**:

Exposed fibers: glass fibers not wet out with resin.
Resin runs: runs of resin and sand on the surface
Dry areas: areas with glass not wet out with resin.
De-lamination: separation in the laminate.
Blisters: light colored areas larger than ½ inch in diameter.
Crazing: cracks caused by sharp objects
Pits or Voids: air pockets.
Wrinkles: smooth irregularities in the surface.
Sharp projection: fiber or resin projection necessitation gloves for handling.

D. PHYSICAL REQUIREMENTS

1. **Load Rating**: The complete manholes shall have a minimum dynamic-load rating of 16,000 ft-lbs. when tested in accordance with this standard. In order to establish this rating, the complete manhole shall not leak, crack, or suffer other damage when load

tested to 40,000 ft-lbs. and shall not deflect vertically downward more than ¼ inch at the point of load application when loaded to 24,000 lbs.

2. **Stiffness**: The manhole cylinder shall have a minimum pipe stiffness value as shown below when tested in accordance with A.S.T.M. 3753 8.5 (note 1)

Depth Ft.	F/dy.psi
3 – 6.5	0.75
7 – 12.5	1.26
13 – 20.5	2.01
21 – 25.5	3.02
26 – 35	5.24

3. **Soundness:** In order to determine soundness, apply an air or water pressure test to the manhole test sample. Test pressure shall not be less than 3 psig or greater than 5 psig. While holding at the established pressure, inspect the entire manhole for leaks. Any leakage through the laminate is cause for failure of the test. Refer to A.S.T.M. 3753 8.6.

4. **Chemical Resistance**: The fiberglass manhole and all related components shall be fabricated from corrosion proof material suitable for atmospheres containing hydrogen sulfide and dilute sulfuric acid as well as other gases associated with the wastewater collection.

5. **Physical Properties**:

	Hoop Direction	Axial Direction
a. Tensile Strength (pi)	18,000	5,000
b. Tensile Modulus (pi)	0.6×10^6	0.7×10^6
c. Flexural Strength (psi)	26,000	4,500
d. Flexural Modulus (psi)	1.4×10^6	0.7×10^6
e. Compressive (psi)	18,000	10,000

6. **Minimum Wall Thickness**: Shall be 0.48” nominal at all depths of the manholes.

E. TEST METHODS: All tests shall be performed as specified in A.S.T.M 3753 latest edition, section 8. Test method D-790 (see note 5) and test method D-695.

F. QUALITY CONTROL: Each completed manhole shall be examined for dimensional requirements, hardness, and workmanship. All required A.S.T.M 3753 testing shall be completed and records of all testing shall be kept and copies of test records shall be presented to customer upon formal written request within a reasonable time period.

G. CERTIFICATIONS: As a basis of acceptance the manufacturer shall provide a independent certification which consist of a copy of the manufacturer’s test report and accompanied by a copy of the test results that the manhole has been sampled, tested,

and inspected in accordance with the provisions of this specification and meets all requirements.

H. SHIPPING AND HANDLING: Do not drop or impact the fiberglass manhole. Fiberglass manhole may be lifted by inserting a 4" x 4" x 30" timber into the top of manhole with cable attached or by a sling or "choker" connection around center of manhole, lift as required. Use of chains or cables in contact with the manhole surface is prohibited.

I. CONCRETE:

1. **Fiberglass Bottom**: Manholes may have fiberglass bottoms that are a minimum of 6" below the OD of the pipe invert when concrete is used to form the invert. Manufactured fiberglass inverts and bench areas are allowed, or concrete may be used to form bench area and invert. Concrete is to be used on top of anti-flotation ring and around the reducer section as required for buoyancy.

2. **Concrete Bottom**: Lower manhole into wet concrete until it rests at the proper elevation, with a minimum of 4 inches of fiberglass manhole inserted into the wet concrete below flow line, then move manhole to plumb. The concrete shall extend a minimum of one foot from the outside wall of the manhole and a minimum of 6 inches above incoming lines. On the inside concrete shall form the bench and invert area and rise a minimum of 4 inches above incoming lines. If required by Engineer concrete may be used around reducer section for buoyancy control.

BACKFILL:

1. **Backfill Material**: Unless shown otherwise on drawings and approved by the Engineer, sand, crushed stone, or crushed gravel shall be used for backfill around the manhole for a minimum distance of one foot from the outside surface and extending from the bottom of the excavation to the top of the reducer section. Suitable material chosen from the excavation may be used for the remainder of the backfill. The material chosen shall be free of large lumps or clods, which will not readily break down under compaction. This material will be subject to approval by Engineer.

2. **Backfill Procedure**: Backfill shall be placed in layers of not more than 12 loose measure inches and mechanically tamped to 95% Modified Proctor Density, unless otherwise approved by Engineer. Backfill shall be placed in such a manner as to prevent any wedging action against the fiberglass manhole structure.

K. MARKING and IDENTIFICATION: Each manhole shall be marked on the inside and outside with the following information:

Manufacturer's name or trademark
Manufacturer's factory location
Manufacturer's serial number
Total length

4. MANHOLE RINGS AND COVERS

A. Manhole rings and covers furnished for this project shall be pattern No. 300-24 as produced by Western Iron Works, Inc., 21 E. 6th St., San Angelo, Texas 76903-5493 or Bass and Hays Foundry, Inc., 238 South Bagdad Rd., Grand Prairie, Texas 75050, or approved equal.

B. WATER TIGHT MANHOLE COVERS

(1) Water tight manhole rings and covers furnished for this project shall be number R-1755-C as manufactured by Neenah Foundry Company, P.O. Box 729, Neenah, Wisconsin 54957, or approved equal.

(2) When watertight replacement sanitary sewer manhole rings and covers are called for on the plans and in the bid proposal they shall be Neenah Foundry Co. No. R-1755-C or approved equal.

No separate payment will be made for adjusting to grade of the replacement watertight manhole rings and covers. The contractor shall schedule this work to coincide with other manhole and water valve adjustments and any costs that might be involved shall be included in the price bid for replacement water tight manhole rings and covers.

(3) Manhole vents shall be used in conjunction with watertight rings and covers spaced every third manhole or as indicated on the plans. Vents shall be constructed as indicated on City design and construction standards.

C. Pressure type manhole rings and covers may be required for certain storm sewer applications. When pressure type manhole rings and covers are called for on the plans and/or bid schedule they shall be Western Iron Works Pattern #380-24P or approved equal. The manhole cover shall be sealed with an “O” ring gasket in a ring groove and shall be secured to the ring by six (6) five-eighths inch (5/8”) stainless steel bolts. The ring shall have six (6) one and one quarter inch (1-1/4”) bolt holes in the flanges for securing the ring to the concrete slab top on the manhole.

D. All manhole covers except grate type shall have two blind pick holes or pick bar cast into them. The blind pick holes or pick bars shall be placed on opposite sides of the cover.

E. All manhole covers except grate type shall have cast into their tops in letters 2 inches high minimum one of the following:

CITY OF MIDLAND
SANITARY SEWER
OR
CITY OF MIDLAND
STORM DRAIN

which ever is applicable.

2.08 GRANULAR MATERIALS

A. GRANULAR MATERIAL GRADATION CLASSIFICATIONS:

Granular materials furnished for foundation, bedding, encasement, backfill, or other purposes as may be specified, shall consist of any natural or synthetic mineral aggregate such as sharp grained sand, crushed gravel, crushed rock, crushed stone, or slag, and shall conform to the following specifications and/or gradation.

Note all materials used for these purposes shall be crushed and shall have at least two broken faces. Pea gravel will NOT be allowed.

	Foundation	Bedding	Encasement	Backfill
ASTM C33 Grade #57	x			
ASTM C33 Grade #67	x			
ASTM C33 Grade #8		x	x	
THD 1982 Item 302 Type D Grade 4		x	x	
THD 1982 Item 302 Type D Grade 5			x	
Crusher fines**			*x	x

*100 percent of crusher fines that are to be used within 12 inches of the top of pipe must pass the ¾" sieve.

** Approximate Gradation for Crusher Fines.

Sieve Size	% Passing
2 inch	100
# 4	35 - 100
# 10	20 - 100
# 40	5 - 35
#200	4 - 10

Crushed stone material proposed as an alternate for use on this project and not meeting the above specifications must be approved in writing at least 48 hours prior to the time scheduled for opening bids.

B. GRANULAR MATERIAL USE DESIGNATIONS:

Granular materials provided for Foundation, Bedding, Encasement, or Backfill use as required by the contract, either as part of the pipe item work unit or as a separate contract item, shall be classified as to use in accordance with the following:

MATERIAL USE DESIGNATION	ZONE DESIGNATION
Granular Foundation	Placed below the bottom of pipe grade as replacement for unsuitable or unstable soils, to achieve better foundation support.
Granular Bedding	Placed below the midpoint of the pipe prior to pipe installation, to facilitate proper shaping and achieve uniform pipe support. Also for Class B bedding where specified.
Granular Encasement	Placed below an elevation one half foot (6") above the top of pipe, after pipe installation, for protection of the pipe and to assure proper filling of voids and thorough consolidation of backfill.

In each case above, unless otherwise indicated, the lower limits of any particular zone shall be the top surface of the next lower course as constructed. The upper limits of each zone are established to define variable needs for material gradation and compaction or void content, taking into consideration the sequence of construction and other conditions. The material use and zone designations described above shall only serve to fulfill the objectives and shall not be construed to restrict the use of any particular material in other zones where the gradation requirements are met.

PART 3 – EXECUTION

3.01 LOCATION OF WORK

A. The work will be located as shown on the plans.

B. It may be necessary for the Engineer to shift lines as reasonable amount to avoid an obstruction to the construction or to reduce right of way difficulties. The Contractor will not be allowed any additional compensation due to shift of lines. Additional compensation will be allowed only for lengthening of lines.

3.02 PROTECTION OF SURFACE STRUCTURES

A. All surface structures and features located outside the permissible excavation limits for underground installations, together with those within the construction areas which are indicated in the Plans as being saved, shall be properly protected against damage and shall not be disturbed or removed without approval by the Engineer.

B. Obstructions such as street signs, guard posts, mail boxes and other items of prefabricated construction may be temporarily removed during construction provided that essential service is maintained in a relocated setting as

approved by the Engineer and that non-essential items are properly stored for the duration of construction. Upon completion of the underground work, all such items shall be replaced in their proper setting. This removal, relocation and replacement shall be at the sole expense of the Contractor.

In the event of damage to any surface structures or improvements, either privately or publicly owned, in the absence of construction necessity, the Contractor will be required to replace or repair the damaged property to the satisfaction of the Engineer and without cost to the Owner.

3.03 INTERFERENCE OF UNDERGROUND STRUCTURES

A. When any underground structure interferes with the planned placement of the pipeline or appurtenances to such an extent that alterations in the work are necessary to eliminate the conflict or avoid endangering effects on either the existing or proposed facilities, the Contractor shall immediately notify the Engineer and the Owner of the affected structure. When any existing facilities are endangered by the Contractor's operations, he shall cease his operations at the site and take such precautions as may be necessary to protect the in place structures until a decision is made as to how the conflict will be resolved.

B. Without specific authorization from the Engineer, no essential utility service shall be disrupted, nor shall any change be made in either the existing structures or the planned installations to overcome the interference. Alterations in existing facilities will be allowed only to the extent that service will not be curtailed unavoidably and then only when the encroachment or relocation will satisfy all applicable regulations and conditions.

C. Wherever alterations are required as a result of unforeseen underground interference not due to any fault or negligence of the Contractor, the Engineer will issue a written order covering any additional or extra work involved and specifying the revised basis of payment, if any. Any alterations made strictly for the convenience of the Contractor shall be subject to prior approval and shall be at the Contractor's expense.

D. No extra compensation will be allowed for delays caused by the interference of underground structures.

3.04 SEPARATION BETWEEN SANITARY SEWERS AND WATER MAINS

A. Sanitary sewers and service lines shall be installed so that the separation between the sewer and water mains is not less than 9 feet in all directions. The 9 feet shall be measured between the nearest outside edges of the pipe.

B. When the required 9 foot minimum separation cannot be maintained and a sanitary sewer must be constructed parallel to a water main, the sanitary sewer shall be constructed of ductile iron or PVC pipe meeting AWWA specification or having NSF approval for potable water pipe, with a pressure rating of 100 psi for both the pipe and the joint. The sanitary sewer line shall

be installed in a separate trench and may be placed no closer than 2 feet vertically and 4 feet horizontally from the water main, with the separation being measured from the nearest outside walls of the pipes. The sanitary sewer shall be constructed lower than the water main.

C. When a sanitary sewer must cross a water main and the 9 feet required separation cannot be maintained, the sanitary sewer may be constructed with a minimum clear separation between the outside diameters of the two pipes of 6 inches if that part of the sanitary sewer within 9 feet of the water main is constructed of ductile iron pipe or PVC pipe meeting AWWA specifications, having a 150 psi pressure rating and equipped with pressure type joints. One length of the sewer pipe must be centered on the water main and where possible, the sanitary sewer should pass under the water line.

D. When the 9 foot required separation cannot be maintained and a sanitary sewer force main must be constructed parallel to a water main, the sanitary sewer force main shall be constructed of ductile iron or PVC pipe meeting AWWA specifications and having a pressure rating of 150 psi and equipped with pressure type joints. The force main must be constructed with a minimum vertical separation of 2 feet and a minimum horizontal separation of 4 feet measured between the outside diameters of the pipes. The force main must be constructed lower than water main.

Table I showing separation of water and sewer lines and construction materials allowed:

TABLE 1
SEPARATION OF WATER AND SEWER LINES

Condition	Location	Material		Separation (Min.)		Comments
		Water	Sewer	Vert.	Horiz.	
NEW WATER AND NEW SEWER SYSTEM						
New Water & New Sewer Gravity Sanitary Sewer Parallel to Water Main	Water above Sewer	Std.	CI DI PVC 150 PSI	2’	4’	Separate Trenches
Gravity Sanitary Sewer Crossing Water Main	Water above Sewer or Sewer above Water	Std	CI DI PVC. 150 PSI	6”	NA	Center one joint of sewer pipe on water main
Gravity Sewer Crossing Water Main	Water above Sewer	Std	ABS, Clay Conc. composite	2’	NA	Cement stabilize sand initial backfill zone each side of crossing. Center of sewer for 9 ft one joint of sewer pipe on water Main
NEW WATER AND EXISTING SANITARY SEWER						
New Water Parallel Existing Sewer	Water above Sewer	Std.	Clay, Conc. ABS CI DI PVC	2’	4’	If sewer shows no sign of leakage, then leave sewer alone. If Sewer shows signs of leakage, then repair or replace.
New Water Crossing Existing Sewer	Water above Sewer	Std	Clay, ABS Conc. composite	2”	NA	If sewer shows no sign of leakage, then leave sewer alone if sewer shows signs of leakage then repair or replace.
New Water Crossing Existing Sewer	Sewer above Water	Std	Clay, ABS Conc. composite	2’	NA	Replace existing sewer with one joint CI,DI,PVC-150 Centering over waterline
New Water Parallel to Existing Sewer	Sewer above Water	Std	Clay, ABS Conc. composite	2’	4’	Replace existing sewer with CI, DI, PVC – 150 PSI or Cement Stabilized sand back- fill initial Backfill none of sewer where parallel closer than 9 ft., or Encase the water in 150 PSI Pipe two nominal sizes larger.

EXISTING WATER AND NEW SANITARY SEWER						
New Sewer parallel Existing Water	Water above Sewer Or Sewer above Water	Std	CI DI PVC 150 PSI	2'	4'	Separate trenches
New Sewer crossing Existing Water	Water above Sewer or Sewer above water	Std	CI DI PVC 150 PSI	6"	NA	Center one joint of sewer pipe on water main.
New Sewer crossing Existing Water	Water Above Sewer	Std	Clay, ABS Conc. composite	2'	NA	Cement Stabilize sand initial backfill zone of sewer for 9 ft each side of crossing. Center one joint of sewer pipe on water main.

3.05 EXCAVATION

A. Excavation of every description and of whatever materials encountered shall be made to the alignment and depth shown on the plans or as directed by the Engineer. Excavation shall be made by open cut. Sides of trenches shall be kept as nearly vertical as possible and the trench shall be so braced, sheeted and drained that workmen may work safely and efficiently therein. The trenches shall be sufficiently straight between designated angle points to permit the pipe to be laid true to line in the approximate center of the trench.

B. The trench width may vary with and depend upon the depth of trench, the diameter of pipe to be laid and the nature of the material to be excavated; but in any case shall be of ample width to permit the pipe to be laid and jointed properly and the backfill to be placed and compacted properly. The minimum width of unsheeted trench shall be 18 inches. The maximum clear width of trench at the top of the pipe shall be not more than two (2) feet greater than the outside diameter of the pipe for pipes up to 33" diameter except by consent of the Engineer. Whenever, for any reason, the maximum trench width is exceeded, the Contractor shall provide, at his own expense, pipe of higher class and/or bedding adequate to sustain the increased soil load as calculated by the Engineer.

C. Trenches shall be undercut to provide for the class bedding specified and/or shown on the plans. Bell holes shall be excavated to insure the pipe resting for its entire length upon the bedding material. Where trenches are under-cut beyond the depth required for bedding the trench shall be brought to grade by using crushed aggregate as specified for foundation herein. The use of loose native soil will NOT be permitted for this purpose.

D. No pipe shall be laid in water. Where the ground water table is at or above trench bottom, the Contractor shall de-water the trench to permit the pipe to be laid on a solid foundation.

   Costs for de-watering by whatever method selected shall be considered incidental to the price bid per foot of pipe.

   The Contractor shall discharge pumps to the natural drainage channels, or if permitted, to other sewer or drains.

Where sewer pipelines are located in or across streambeds or drainage ditches, the Contractor shall divert the stream flow and de-water each section as the work progresses.

E. Temporary support, adequate protection and maintenance of all underground and surface utility structures, drains, sewers, and other obstructions encountered in the progress of the work shall be furnished by the Contractor at his own expense under the direction of the Engineer.

F. Whenever wet, soft or unstable soil, incapable of properly supporting the pipe, manholes or other structure is encountered in the trench, a further depth and/or width shall be excavated and refilled to trench bottom grade with gravel or other approved suitable material thoroughly compacted to assure a firm foundation for the pipe.

G. Rock, boulders and large stones shall be removed to provide a clearance of at least six (6) inches below the outside barrel of the pipes, valves, or fittings and to a clear width of six (6) inches on each side of all pipe and appurtenances for pipe 15 inches in diameter or less, and a clear width of nine (9) inches on each side of all pipe and appurtenances for pipe larger than 15 inches in diameter. Adequate clearance for properly joining pipe laid in rock trenches shall be provided at bell holes. The space between the rock at the bottom of the trench and the bottom of the pipe barrel shall be filled with compacted bedding material.

H. The Engineer shall be notified of any need for blasting to remove materials which cannot be broken up mechanically, and there shall be no blasting operations conducted until the Engineer's approval has been secured. Blasting operations will be allowed only when proper precautions are taken to protect life and property, and then shall be restricted as the Engineer directs. The Contractor shall assume full responsibility for any damage caused by blasting, regardless of the requirements for notification and approval. The Contractor shall secure any required permits for blasting and shall conduct blasting operations in conformance with all applicable State and local laws, regulations and ordinances.

I. In the event the Contractor desires to employ tunneling in locations other than as shown on the Plans in order to avoid replacement of sidewalks, etc., he shall do so only upon receipt of specific permission from the Engineer. Tunneling of this nature shall be considered incidental.

J. Excavated materials will be classified for reuse as being either suitable or unsuitable for backfill or other specified use.

3.06 SPECIAL SAFETY PROVISIONS

1. TRENCH SAFETY SYSTEMS

A. DESCRIPTION

This item shall govern for the Trench Safety Systems required for the construction of all trench excavation to be utilized in the project and including all additional excavation and backfill necessitated by the safety system. A trench shall be defined as a narrow excavation (in relation to its length) made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet. The depth is five feet or more. Trench Safety Systems include but are not limited to sloping, sheeting, trench boxes or trench shields, sheet piling, cribbing, bracing, shoring, de-watering or diversion of water to provide adequate drainage.

B. CONSTRUCTION METHODS

Trench safety systems shall be accomplished in accordance with the detailed specifications set out in the provisions of Excavation, Trench, and Shoring, Federal Occupational Safety and Health Administration (OSHA) Standards, 29CFR, Part 1926, Subpart P, as amended, including Proposed Rules published in the Federal Register (Vol. 52, No. 72) on Tuesday, October 31, 1989. The sections that are incorporated into these specifications by reference include Sections 1926-650 through 1926-652. Legislation that has been enacted by the Texas Legislature, being Tex. Rev. Civ. Stat. Ann. Arts. 1015q, 2368a.6 (Vernon Supp. 1988) with regard to Trench Safety Systems, is hereby incorporated, by reference into these specifications.

A reproduction of the OSHA Publication 2226 is attached for the convenience of the Contractor. The City assumes no responsibility for the accuracy of the reproduction or that it reflects current law. The Contractor is responsible for obtaining a copy of this section of the Federal Register for his use.

If the contractor elects to use a trench protective system that, in the Proposed Rules, requires “Design by a qualified person or a qualified engineer,” [For example see 1926.652 (b) (3) and 1926.652 (c) (4)], a “qualified person or qualified engineer” shall be a Professional Engineer registered in the State of Texas. The Contractor is responsible for obtaining boring and soil analysis as required for the planned design. The trench excavation is to be designed in conformance with OSHA standards and regulations.

C. TRENCH SAFETY PROGRAM

The Contractor shall submit a safety program specifically for the construction of trench excavation. The trench safety program shall be in accordance with OSHA standards governing the presence and activities of individuals working in and around trench excavation.

D. INSPECTION

The Contractor shall make daily inspections of the Trench Safety Systems to ensure that the systems meet OSHA requirements. Daily inspection is to be made by a "competent person" provided by the Contractor. If evidence of possible cave-ins, or slides, is apparent, all work in the trench shall cease until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench. It is the sole duty, responsibility and prerogative of the Contractor, not the owner or the Engineer, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project. The Contractor shall maintain a permanent record of daily inspections.

2. SAFETY RESTRICTIONS - work near high voltage lines

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

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

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

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

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

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

3.07 PIPE LAYING

A. All gravity pipe shall be laid using approved grade boards, furnished and set by the Contractor at no additional cost to the Owner, according to the grade stakes established by the Engineer. The maximum spacing of grade boards shall be fifty (50) feet. No sewer shall be laid unless there is a minimum of three grade boards set to check the proper grade and alignment ahead. The Contractor shall provide and use a suitable grade rod to insure the proper grade of the pipe.

B. The Contractor may use the laser beam method of setting a line and grade for the sewer by using the laser beam coaxially through the center of the sewer being laid. The laser beam projector is to be rigidly mounted to its support platforms, with a two-point suspension, or equivalent, assuring that all ground and equipment vibrations are kept to an absolute minimum. The Contractor shall furnish all equipment including equipment necessary to control atmospheric conditions in the pipe to keep line and grade to acceptable standards of accuracy. Competent experienced people who have been properly trained to operate the equipment used must operate the laser beam system.

C. The Contractor shall stake check pegs at all manholes throughout the job. Check pegs midway between manholes and any other checkpoints deemed necessary to assure accuracy of the equipment shall be provided by the contractor.

D. Each piece of pipe and special fitting shall be carefully inspected before it is placed and no defective pipe shall be laid in the trench. Pipe laying shall proceed upgrade, starting at the lower end of the grade and with the bells uphill. No pipe shall be laid except in the presence of an inspector representing the Engineer. Any pipe laid except in the presence of an inspector representing the Engineer shall be subject, at the contractor's expense, to a television camera inspection and survey by the city. Trench bottoms found to be unsuitable for foundations after pipe laying operations have started shall be corrected and brought to exact line and grade with approved compacted granular material as specified for foundation in Item 2.07 A. of these specifications.

E. Pipe laying shall proceed up-grade with spigot or tongue ends pointing in the direction of flow. The spigot shall be centered in the bell, and pipe shoved into position, and brought into true alignment. It shall be secured there with bedding material carefully tamped under and on each side of it, excepting at bell holes. Care shall be taken to prevent dirt from entering the joint space.

F. Any defective or damaged pipe discovered after the line is laid or any gravity pipe, which has had its grade or joint, disturbed after laying shall be removed and replaced or relayed. The section of line in which such damaged or displaced section is discovered shall be retested after corrections are made.

G. Where excavation for buildings or other portions of the work have been carried below the line and grades of the pipe, thorough tamping of approved crushed stone backfill and the use of adequate bracing and blocking under the pipe will be required to insure against settling and shearing of the pipe. In areas where noted on plans, Portland cement stabilized material or concrete shall be used for backfill to provide adequate bracing for pipe and protection of structures.

H. All manhole connections for PVC or other Polymer based pipe shall be made using "A Lok Gaskets" or "Kor-N-Seal" boots or other approved water stop devices. Only Portland cement grout that expands upon curing or approved non-shrink grout will be incorporated into any manhole connection.

I. Connections to manholes for other types of pipe shall be in accord with the pipe manufacturers specifications and other applicable requirements of these specifications. The resulting joint shall meet the leakage test requirements of these specifications.

J. The exposed end of all pipes shall be fully protected with a stopper or bulkhead at the end of each day's work to prevent earth, debris, small animals, or other substances from entering the pipe. The interior of the sewer shall be carefully freed from all dirt, jointing compound, or superfluous material of every description as the work progresses.

3.08 CONNECTION AND ASSEMBLY OF JOINTS

1. JOINING PVC OR OTHER POLYMER BASED PIPE

A. The type of joint and the material to be used shall be as shown on the plans or specified herein. Factory cast compression joints shall be free of dirt and lubricated before inserting the barrel into the bell. After the spigot is centered in the bell, the pipe shall be shoved home solidly by using a wood block and bar. The Contractor shall keep the ends of the pipe closed to prevent dirt and other material from entering the pipe during placement. All joints must be water tight, and any leaks or defects discovered must be repaired immediately. Any pipe, which has been disturbed after being laid, must be taken up, the joint cleaned and properly relayed as directed by the Engineer.

Lubricant used shall be as recommended by the pipe manufacturer.

B. Field-cut pipe must be beveled for insertion into the gasketed bell or coupling. Bevels can be made with a hand or power tool. Bevels shall be made to pipe manufacturer's specifications. If pipe manufacturers specifications are not available the bevel may be made at 15 degrees to the longitudinal axis of the pipe through one half (l/2) the wall thickness.

C. After pipe has been cut and beveled, a new full insertion mark located as recommended by the pipe manufacture shall be made using a felt tip pen. The contractor may determine the location of the insertion mark by measuring the mark location on a factory marked joint of pipe if manufacturer's specifications are not available.

2. JOINTING CORRUGATED STEEL PIPE

A. Gaskets for corrugated steel pipe shall be "O" Ring or sleeve types. Sleeve gasket shall be carefully placed on one joint of pipe. When the pipe is aligned and brought end to end the gasket shall be carefully centered over the joint between the ends of the pipe. "O" ring gasket shall be installed in accordance with the manufacturer's recommendation.

B. When "O" ring gaskets are furnished a flat gasket shall be furnished and placed between the overlapping portions of the band. The gasket shall extend the full width of the band and shall be of sufficient depth to assure a watertight joint.

C. The coupling band shall be carefully centered over the joints and tightened to the pipe manufacturer specifications. Care shall be taken during the tightening process to assure a snug uniform fit for the entire circumference of the pipe.

3. PROTECTING AND COVERING JOINTS

A. The contractor shall keep the ends of the pipe closed during the time of construction to prevent the entry of dirt, debris, small animals and other foreign objects.

B. Joints shall not be covered until approved by Engineer or his representative. Connections, which are for future use, shall be properly capped.

3.09 CONNECTIONS TO EXISTING STRUCTURES

A. Where shown on the plans, the contractor shall connect the new sewer to existing manholes. If no stub out is present in the existing manhole for such connection, the contractor shall construct such connection by making a hole in the side of the existing manhole using a coring machine or other approved method and installing a “KOR N Seal” boot as manufactured by N.P.C. Systems, Inc. or other approved water tight manhole connector.

The contractor shall use caution in constructing the connection to the existing manhole. Damage to the manhole that, in the opinion of the Engineer, would impair the use and/or function of the manhole shall be just cause to require the contractor to reconstruct the manhole at contractor’s expense. Such damage shall include but not be limited to cracking of the manhole riser section, spalling around the connection significantly reducing manhole wall thickness or excessive oversize in the opening for the new connection requiring any filler other than the manhole connector and/or non-shrink grout specified.

The contractor shall make such changes in the invert of the manhole as may be necessary to provide a smooth flow of the water through the manhole. Any connection to existing structures required in the Plans shall be accomplished by the Contractor and shall be incidental item with no direct compensation being made unless listed as a pay item in the bid proposal.

B. If the work consists of the construction of a sewer that is to replace an existing sewer, all of the existing service lines shall be kept in operation and connected to the new line.

C. Connections shall be made to all existing sewer lines in the vicinity of the work by removing a section of the sewer for the existing line and inserting in the space a tee branch of proper size, or by the construction of a manhole, regulator chamber of other structure as shown on the Drawings.

D. Connections to building services shall be made in a neat and workman like manner. Clean out plugs shall be installed wherever feasible, by making the connections with a standard wye or tee-wye. When clean out plugs are installed they should be located as near the right of way line as practical.

3.10 BACKFILL OPERATIONS

1. GENERAL

A. All pipeline excavations shall be backfilled in a manner that will restore pre-existing conditions as the minimum requirement and fulfill all supplementary requirements indicated in the Plans and Specifications. The backfilling operations shall be started as soon as conditions will permit on each section of pipeline, so as to provide continuity in subsequent operations and restore normal public service as soon as practicable on a section-by-section basis. All operations shall be pursued diligently, with proper and adequate equipment, to assure acceptable results.

B. For this specification backfill is defined as any material placed in the trench above the bedding zone other than the pipe or conduit and appurtenance.

For flexible pipe the backfill between the bedding material and the crown of the pipe shall be crushed stone suitable for encasement as specified in article 2.07 of the specifications. When Portland cement stabilized backfill is used above the pipe zone; the crushed stone encasement shall extend to 1' above the crown of the pipe.

C. Depositing of the backfill shall be done so the shock of falling material will not injure the structure. Grading over and around all parts of the work shall be done as directed by the Engineer.

D. Whenever soil types which are determined by the Inspector to be undesirable for backfill are excavated from the trench, such material shall be hauled away and deposited at locations shown on the plans or as directed by the Engineer at no additional compensation.

E. Backfill materials placed in the pipe zone shall be carefully placed in relatively uniform depth layers spread over the full width and length of the trench section in a manner and/or sequence that will provide simultaneous support on both sides of the pipeline. Each layer shall be compacted effectively, by approved mechanical of hand methods, until there is no further visual evidence of increased consolidation. Above the pipe zone the backfill material shall be placed uniformly across and along the trench in depth suitable for the compaction method used and compacted to a minimum of the density specified for the material used and the trench location. Compaction of the in place layer shall be completed acceptably before placing material for a succeeding layer thereon.

The manner of placement, layer thickness, compaction equipment, and procedure effectiveness shall be subject to approval of the Engineer. Water jetting or flooding shall NOT be used to compact trench backfill.

F. Compaction of materials placed within the pipe bedding and encasement zones shall be accomplished with portable or hand equipment methods, so as to achieve thorough consolidation under and around the pipe and avoid damage to the pipe. Above the pipe zone, the use of heavy roller type compaction equipment shall be limited to safe pipe loading.

G. The maximum loose thickness of each backfill layer placed above the pipe zone shall be 12 inches, except that 16 inches will be permitted for Granular Materials placed above an elevation one foot above the top of pipe, and with the provision that, by authority of the Engineer and in consideration of the demonstrated capability of special type vibratory compactors, these maximums may be increased at his discretion. "Hydro tamps", "vibra tamps" or other heavy compacting equipment shall not be used until the backfill has reached a depth of four (4) feet above the top of the pipe.

H. All surplus or waste materials remaining after completion of the backfilling operations shall be disposed of in an acceptable manner within 24 hours after completing the backfill work on each particular pipeline section. Disposal at any location within the project limits shall be as specified, or as approved by the Engineer; otherwise, disposal shall be accomplished outside the project limits at the Contractor's discretion. The backfilling and surplus or waste disposal operations shall be a part of the work required under the pipeline installation items, not as work that may be delayed until final cleanup.

I. For the duration of the warranty period of the project, the Contractor shall assume full responsibility and expense for all backfill settlement and shall refill and restore the work as directed to maintain an acceptable surface condition. All additional materials required shall be furnished without additional cost to the Owner.

2. BACKFILL IN PUBLIC RIGHTS-OF-WAY AND OTHER AREAS WHERE SETTLEMENT IS CRITICAL

A. GENERAL REQUIREMENTS

(1). Backfill above the pipe zone in public rights-of-way and under paved parking lots, near structures or other utilities where settlement can cause damage shall be made using Portland cement stabilized backfill or crushed stone screenings (crusher fines).

The pipe zone is defined as that portion of the trench extending from the bottom of the trench to 12" above the crown of the pipe or conduit.

(2) Backfill around structures such as manholes, junction boxes, transformer boxes and valve boxes shall be made using Portland cement stabilized backfill material or crushed stone screening (crusher fines).

(3) The minimum depth of stabilized backfill or crusher fines shall be twelve (12") inches.

When utilities are being constructed under existing paving, the stabilized backfill or crusher fines shall extend from top of the pipe zone to the top of the base course.
When utilities are being constructed under existing unpaved streets that are not scheduled for immediate pavement construction, the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the existing roadway surface.

When utilities are being constructed in streets that are scheduled for immediate paving, the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the bottom edge of the eight (8”) inches of subgrade, or, if the paving contractor has constructed a portion of the roadway prior to the construction of the utilities the backfill shall extend to the top of the course the contractor has finished, or the top of the base course, which ever is lower.

If the final course of asphaltic concrete has been placed, the street or alley surface shall not be cut for utility installation.

In streets where stabilized backfill is required only to the bottom of the subgrade course, the minimum depth of stabilized backfill may be reduced to six (6”) inches in which case the maximum depth of the “pipe zone” shall be limited to six (6”) inches above the top of the utility line or conduit.

B. BACKFILL MATERIALS

(1) Portland cement stabilized backfill shall consist of caliche base material, blow sand or native soil stabilized by the addition of Portland cement. Crushed stone or concrete aggregate shall NOT be used.

When Portland cement stabilized backfill is to be used, the contractor shall submit a mix design prepared by an approved commercial laboratory for approval before the trenching operation is begun. When native soil is to be used samples may be taken along the proposed route by boring or other approved means. Samples must be representative of the full trench depth.

The mix design shall be such that the minimum 7-day compressive strength is 150 psi when tested according to test method Tex 418-A.

The minimum cement content for Portland cement stabilized backfill shall be 1 sack per cubic yard.

Cement used in Portland cement stabilized backfill shall be Type I or Type II conforming to the requirements of ASTM Designation C150.

Caliche used for Portland cement stabilized backfill shall be crushed material conforming to Texas State Department of Highways and Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges Item 248 Type F, Grade 2.

Blow sand used for Portland cement stabilized backfill shall be clean, free from organic matter, clay lumps, rock and other deleterious matter.

Native soil used for Portland cement stabilized backfill shall be clean, free of clods and organic matter, and free of rock in excess of 2”.

(2) Crushed stone screening (crusher fines) used for back fill shall be sharp grained particles of crushed stone conforming to the requirements of Article 2.07 of these specifications.

(3) Trencher excavated rock material shall be screened so that the largest diameter material is less than 2". The screened rock material used for backfill shall have sufficient moisture added so that the backfill will bind with the fines. The rock material backfill shall be tamped or compacted in two (2) foot lifts. A sheeps foot roller shall not be used unless there is two (2) feet or more compacted backfill above the pipe bedding.

C. BACKFILL CONSTRUCTION

(1) Portland cement stabilized caliche backfill or Portland cement stabilized native soil backfill may be constructed using either the "dry" method or the "wet" method.

(a) The dry method of stabilized backfill construction consists of dry mixing of the cement and caliche or soil to produce a homogenous mixture then adding and mixing sufficient water for proper compaction and hydration of the cement. The water content of the mixture will be approximately one to two percent above the optimum moisture for soil compaction. The mixing may be accomplished by using batch mixers or on the job site by "blade mixing" or other suitable method to produce the desired backfill material. The mixed material shall be placed in lifts of up to a maximum of 12 inches and compacted to ninety-five (95%) modified proctor densities by use of suitable compacting equipment.

(b) In the "wet" method of cement stabilized backfill construction, the materials shall be mixed in an approved concrete batching plant or mixer to the consistency of concrete and placed as concrete would be placed. The slump of the backfill material shall be such that all voids will be filled, approximately four (4") to six (6") inches. The backfill shall be consolidated by rodding or by the use of mechanical vibrators.

Portland cement stabilized blow sand backfill shall be mixed and placed by the "wet" method as described above.

Crushed stone screening (crusher fines) shall be wetted uniformly throughout with sufficient moisture to assure proper compaction before being placed in the trench. The moistened crushed stone screening (crusher fines) shall be placed in maximum lifts of twelve inches and consolidated using vibratory type compaction equipment except when it has been demonstrated that the compaction equipment employed will adequately compact deeper lifts in which case the maximum depth of a lift shall be limited by the capabilities of the equipment used.

Tests to determine the compacted density of the backfill shall be ordered by the Engineer if in his opinion the compaction is not adequate. Test showing a minimum compacted density of 90%-modified proctor will be deemed adequate.

3. BACKFILL OUTSIDE OF PUBLIC RIGHTS-OF-WAY WHERE SETTLEMENT IS NOT CRITICAL

A. In areas outside of public rights-of-way and in the absence of special work item requirements the backfilling shall be accomplished with the use of suitable materials selected from the excavated materials to the extent available and practical. Should the materials available from the trench section be unsuitable or insufficient, the required additional materials shall be furnished from outside sources at the Owners expense.

B. Suitable material shall be defined as a mineral soil reasonably free of foreign materials (rubbish, debris, etc.) frozen clumps, oversize stone, rock, concrete or bituminous chunks and other unsuitable materials, that may damage the pipe installation, prevent thorough compaction, or increase the risks of after settlement unnecessarily. Material selection shall be such as to make the best and fullest utilization of what is available, taking into consideration particular needs of different backfill zones. Material containing stone, rock, or chunks of any sort shall only be utilized where and to the extent there will be no detrimental effects.

C. The backfill material placed in this area shall be compacted by suitable means to a minimum density equal to the density of the undisturbed surrounding soil. City Engineer MUST approve water flooding as a means of compaction.

4. TRENCH BACKFILL BEHIND CURB AND GUTTER

A. When utilities are placed behind the curb in paved streets and other landscaped areas the backfill shall be the same as elsewhere in the right-of-way or other applicable location except that in grassed areas and in flower beds the top six (6") inches of backfill shall be good quality top soil. When utilities are placed behind the curb in grassed or landscaped areas where no sidewalk is to be constructed and the edge of the trench is a minimum of 2 feet from the back of curb or where sidewalk is to be constructed and the minimum distance from both the back of curb and the edge of the sidewalk to the edge of the trench is 2 feet the contractor may elect to use suitable native soil for backfill. The native soil backfill shall be compacted to 95% modified proctor density to within 6" of the top of curb height. The top 6" of backfill shall be good topsoil and shall be compacted to the density of the adjacent soil.

B. Sidewalks shall be repaired by removing and replacing the complete section or sections that have been damaged. Strip patching through sidewalks will not be permitted.

The replacement sidewalk shall be of the same design and section as the walk removed and shall be of equal or better workmanship.

C. When utilities are placed in paved areas behind curbs the pavement shall be repaired as specified for street pavement.

D. Grassed areas and flowerbeds shall be restored as nearly as possible to the original condition. Care shall be taken to avoid damage to sprinkler systems.

Mail boxes and other appurtenance in the construction area. Any damage to said items shall be repaired immediately.

E. All repairs made behind the curb shall be to the satisfaction of the property owner responsible for their maintenance and/or to the satisfaction to the City Engineer.

3.11 INLET STRUCTURES AND LEADS AND CLEANOUTS FOR STORM SEWERS

A. Corrugated Galvanized Steel Slotted Drains for Nuisance water inlets only.

(1) Slotted drains shall be the sizes and lengths as shown on the plans and constructed at the locations as shown on the plans or at locations to be established on the job site.

(2) Slotted drains shall not be installed under asphalt pavement but shall have a section of concrete gutter constructed around it as shown on the detail drawings.

Slotted drains shall be protected from the entrance of debris, concrete or HMAC by closing the slot with one or two layers of heavy duct tape or similar material. In addition, the slot for slotted drain shall have a 2-½ inch or ¾ inch board attached to use as a guide for placing and edging the concrete.

Unless otherwise approved or directed by the Engineer the removal of tape and planking from the slotted drain should be accomplished as part of the final clean up.

B. Curb inlets, grate inlets and combination inlets

(1) General

Curb inlets, grate inlets and combination inlets may be pre-cast or cast-in-place at the contractor's option unless specifically shown otherwise on the plans and bid proposal.

(2) Pre-cast inlet boxes

(a) Construction and finish for pre-cast inlet boxes shall conform to details shown on the plans and all applicable requirements for pre-cast manholes.

(b) Tops for curb inlets and combination inlets may be cast in place or pre-cast. Extra care will be required in setting pre-cast tops to assure curb and gutter match.

(c) Pipe connections, bedding, setting and backfill for pre-cast inlets shall be in accord with the applicable requirements for pre-cast manholes article 3.12 of these specifications.

(3) Cast in place inlets

(a) Cast in place inlets shall be constructed of class "C" reinforced concrete as specified in item 1-B "Concrete for Structure" in these specifications.

(b) Forms for cast in place inlets shall be straight, clean and in good condition. Forms shall be properly cleaned and oiled before concrete is placed.

(c) Construction joints may be placed in cast in place inlets at locations shown on the plans. When construction joints are used, extra care will be required to assure that the joints are watertight.

(d) Cast in place inlets may be cast without outside forms if the soil conditions are such that true vertical walls can be cut and will stand during construction without sloughing or otherwise incorporation foreign materials into the concrete.

(e) When inlets are cast without outside forms, a plastic sheet lining may be required to prevent excessive loss of moisture from the concrete and/or to prevent incorporation of foreign material into the concrete.

A. Inlet Leads

(1) Inlet leads shall be constructed of corrugated steel pipe, PVC pipe or other material as called for on the plans and in the bid proposal.

(2) Construction of inlet leads shall be in accord with the applicable requirements for the type of pipe used.

(3) Junctions where two or more inlet leads are joined shall be made at clean outs or manholes.

B. Cleanouts

(1) Clean outs shall be constructed in accord with the plans and detail drawings.

(2) Construction and connections shall be in accord with the applicable specifications for construction of corrugated steel pipe manholes.

3.12 SANITARY SEWER SERVICES AND PLUGGED STUBS

A. Sanitary Sewer Services:

(1) On new sewer main construction all sewer laterals shall be constructed as part of the initial installation. Sewer wye fittings for sewer laterals in new construction shall be molded or fabricated with all gasketed connections. Four (4”) inch laterals shall be installed at all single-family residences and duplex. Laterals installed for apartment complexes, commercial and industrial areas shall be a minimum of six (6”) inches. Depth of laterals will be determined by depth of sewer main and applicable building codes. Laterals shall be installed using tee wyes or wyes and bends so that they will be at 90 degrees to the sewer main. Laterals shall extend to 3’ minimum beyond the property line of the served lot or tract. The contractor shall install sewer laterals according to the typical sewer lateral detail and the most current revisions of the Plumbing Code.

(2) Taps into existing lines shall use a gasketed fitting in conjunction with a full circle repair sleeve coupling, except that taps into existing ductile iron sewer may be made using the Genco Model DF sewer pipe saddle (The General Engineering Co., Frederic, MD Drawing No. R-3220-D dated 12/29/82) or approved equal.

(3) Cemented mitered connections without socket reinforcement shall not be permitted. The contractor will be permitted to use fittings, which are prefabricated, using pipe sections, molded saddles and PVC solvent cement, provided the solvent cement used in fabrication has cured for at least 24 hours prior to the installation. All solvent cement fittings shall e manufactured in the shop under controlled conditions.

(4) All caps and plugs shall be braced, staked, anchored, wired on or otherwise secured to the pipe to prevent leakage under maximum anticipated thrust from internal abnormal operating conditions or test pressures from water or air.

(5) It shall be the duty of the Contractor to keep a record of sewer service wye locations with respect to the nearest downstream manhole, but the Engineer will record ties on the end of all sewer services at the property line. When installing sewer services the Contractor shall, before backfilling, contact the Engineer or his representatives, and assist him in making ties to the end of the service in the open trench. At least two ties shall be made for each service, and if backfilling proceeds before such ties are made, the Contractor shall dig up the end of all such services, with no additional compensation, for the purpose of making ties. During backfilling the Contractor shall furnish and place a vertical steel post or 2 inch by 2 inch wooden stake set flush with finished ground surface, and extending down to the end of the sewer service, a nail shall be placed in the top of the stake to allow location of the service by metal finder.

(6) The main sewer service connection shall consist of installing an in-line wye section in the main sewer line at designated locations. Saddle wye installations will be permitted only when specifically called for. Orientation of service connection fittings shall be as shown in the standard drawings unless otherwise directed by the Engineer.

(7) Where the depth of cover over the main sewer invert is greater than 8 feet (or such other maximum as may be indicated), the service connection shall be extended outward then upward by use of bends to prevent excess loading on the sewer main in accordance with the details shown in the drawings.

(8) The Contractor shall provide the necessary wyes, tees and bends to bring the service to the proper place at the property line.

(9) Wherever service line connections to the main sewer are permitted or required to be made by the open cutout method in the absence of a built-in tee or wye fitting, the connection shall be made by using an approved type coring machine or by other approved methods producing a uniform, smooth circular cut-out as required for proper fit. The cutout discs shall be retrieved and shall not be allowed to remain within the main sewer pipe. The saddle tee shall be securely fastened to the main sewer pipe by means of epoxy resin or other approved adhesive. The entire connection fitting shall be encased in concrete to a minimum thickness of six inches and as may be shown in the standard drawings.

(10)Wherever service line connections to the main sewer are required to be made by means of built-in branch tee or wye fittings, the Contractor shall, in the absence of such fitting, remove a section of the main sewer pipe and replace it with the required branch tee wye or wye section connected by means of an approved sleeve coupling.

(11)Connections of service lines to the main sewer are required to be made by means of built-in branch tee or wye fittings, the Contractor shall, in the absence of such fitting, remove a section of the main sewer pipe and replace it with the required branch tee wye or wye section connected by means of an approved sleeve coupling.

(12)The end of all service connections shall be plugged with PVC plug and sealed with plastic joint material.

(13)Crushed stone bedding and backfill material, concrete encasement and protection, etc., for service line installation shall be the same as for the sewer lines.

(14)No service connections or laterals shall be covered until they have been inspected and located by the Engineer.

B. INSTALLATION OF PLUGGED STUBS ON SANITARY SEWERS

Plugged pipe stubs for future connections to manholes and sewerage structures shall be installed where shown on the Drawings or directed by the Engineer. The pipe stubs shall be installed in accordance with the specifications and details shown on the Drawings for connecting the type of pipe used to manholes.

3.13 MANHOLES

1. General

The manholes shall be constructed at the locations shown on the plans or as directed by the Engineer and in accordance with the details shown on the plans and as specified herein. After the excavation has been completed, the subgrade for the manhole base shall be graded and leveled. A crushed stone foundation having a minimum thickness of 6 inches shall then be placed on the subgrade. The crushed stone foundation shall be leveled and consolidated before the section of the manhole is placed. Pre-cast base sections shall sit in place level and plumb and to the lines and grade as shown on the plans. Cast in place bases shall be placed around the existing sewer line in accord with the plans and detail sheet. When pre-cast manhole bases are used, riser construction may proceed when the base is set on line and grade. When cast in place manhole bases are used, riser construction may proceed when the base has set sufficiently to support the weight of the riser.

Manholes shall be of the type and material shown on the plans and called for in the bid proposal and shall conform to these specifications.

All lift holes shall be filled with approved non shrink grout and bituminous material before final acceptance. Use of bituminous material or other flowable material alone to plug lift holes will not be permitted. Voids in the invert around the sewer pipe on the

inside wall of the manhole shall be grouted with cement rich grout, to conform to the rest of the wash, in accordance with the standard manhole details.

The backfill around the manhole shall be done in accordance with the details shown on the plans and trench backfill specifications.

The Contractor shall take whatever precautions necessary to protect the manholes that are under construction. At the end of the day or at such time as the Contractor deems necessary, all manholes not completed shall be covered, sealed, plugged, etc. to prevent the inflow of storm water or other objectionable material, and to prevent animals and humans from getting into the manhole.

2. PRE-CAST CONCRETE

A. Pre-cast tub bottom sections of manholes shall be set on a crushed stone foundation or bedding according to the details shown on the plans. Care shall be exercised to assure true alignment and grade for the pipe openings.

The invert of the manhole shall be constructed of cement rich grout and shall be formed to true lines; grades and curvature to assure smooth flow through the manhole. The invert shall have a steel trowel finish.

Joints for pre-cast concrete manhole riser sections shall be made Watertight by use of bitumastic or rubber sealers or “O” ring gaskets. Both sides of the tongue and groove joint shall be painted with a bitumastic primer before assembly.

The bitumastic or rubber sealer shall be clean and pliable and shall deform under the pressure of joint closure to assure a complete water tight seal. Care shall be exercised to assure proper alignment of the joint. The walls of the completed manhole shall be straight and vertical.

B. Pre-cast eccentric cone sections and precast slab manhole tops with eccentrically located manway shall be set with the manway adjacent to the up stream side of the manhole. The joints between the cone or slab top and the manhole riser shall be sealed in the same manner as the joints between the riser section. Care shall be taken in placing the cone and or slab tops to assure the manhole ring and cover can be set to match the finished paving.

C. Pre-cast grade rings will be used, when required, to bring the manhole ring and cover up to the finished grade. Grade rings may be set using cement rich grout or bitumastic seal and such as Ram-Nek or approved equal. When cement rich grout is used, care shall be taken that the space between the cone or slab top and the first grade ring and between the grade rings are completely filled without voids.

When bitumastic sealer is used the joints shall be constructed in the same manner as the joints between the riser sections.

When pre-cast manholes with PVC or other approved polymer lining are called for on the plans and bid proposal and are furnished under this contract they shall be constructed as other pre-cast concrete manholes.

In addition the joints in the lining shall be sealed by hot air welding, use of epoxy coating, or other approved means.

3. CAST IN PLACE MANHOLE BASES

A. Cast in place manhole bases shall be used only where shown on the plans or as directed by the Engineer and shall be constructed in accord with the details shown on the plans.

B. Special care shall be taken in casting the surfaces that will mate with the first risersection to assure a smooth even fit and a watertight joint.

C. The first riser section to be used with cast in place manhole bases shall be castwithout tongue or groove. The joint between the riser section and the cast in place base shall be sealed with a bitumastic or rubber sealant in the same manner as the joints in the pre-cast riser sections.

D. Care shall be taken in forming the invert of the manhole around existing sewers to assure adequate opening for the insertion of a “go – no go” mandrel or other testing equipment and cleaning tools.

4. MANHOLE RING AND COVER

A. The tops of the manhole frame and cover (ring) shall be built to the grade shown on the plans. The cast iron frame shall be firmly embedded in mortar.

B. When pressure type manhole rings and cover are specified on storm sewer manholes they shall be bolted to the concrete slab top using the “L” bolts cast into the slab for this purpose. The joint between the ring and the concrete slab top shall be made watertight using a bitumastic or rubber seal and conforming to the requirements of these specifications.

5. CORRUGATED STEEL MANHOLES

A. Corrugated steel manholes shall be constructed in accord with the details shown on the plans and in accord with the applicable requirements for the construction of corrugated steel pipe sewers.

B. Care shall be taken during the placing of backfill around corrugated steel pipe manholes to maintain the horizontal and vertical alignment of the manhole.

C. Since full contact of the flat top slab with the cement stabilized backfill is critical the backfill shall be finished smooth and to the proper grade. A thin layer of cement rich grout shall be placed on the cement stabilized backfill immediately prior to placing the concrete slab top. The grout shall be sufficient t fill all voids between the backfill and the slab and of a consistency to be forced into the voids under the weight of the slab.

3.14 TESTING GRAVITY SEWER MAINS AND MANHOLES

A. Upon completion of the sewer construction including all wyes and service laterals and before any house drains or services are connected, all sewers shall be cleaned and lamped. All runs of sewer between manholes shall be straight and true. Leakage tests shall be made to determine the amount of ground water infiltration into the sewers. Infiltration tests shall be made when groundwater level is 18 inches or more above the top of the outside of the pipe. Measurement will be taken by means of a weir placed in the lines. The maximum allowable rate of leakage shall be 25 gallons per inch diameter per mile of pipe per 24 hours, for any section of pipe with a maximum total leakage of 200 gallons per mile per 24 hours for sanitary sewers with the exception that the maximum leakage for storm drains shall be 200 gallons per inch of diameter per mile per 24 hours with a total maximum leakage of 6,000 gallons per mile per 24 hours.

When the groundwater is not at sufficient height for infiltration testing the Contractor shall use exfiltration to test the sewer lines.

B. In lieu of the infiltration or exfiltration tests the Contractor may perform air tests on the sewers.

C. If the infiltration, exfiltration, or air tests fail to meet requirements specified herein, the Engineer reserves the right to request television work to be done to locate leaks. The Contractor shall furnish all materials and equipment necessary to accomplish all infiltration, exfiltration, air or television testing.

The Contractor shall receive no additional compensation for this testing or inspection work or for repairs of corrective work required to be done to the sewers. The exfiltration tests shall be used in areas where no ground water is present.

D. Test Procedure Hydrostatic (Exfiltration)

(1) The test section shall be bulk headed and the pipe subject to a hydrostatic pressure produced by a head of water at a depth of three (3) feet above the invert of the sewer at the upper manhole under test. In areas where ground water exists, this head of water shall be three feet above the existing water table.

(2) This head of water shall be maintained for a period of one hour during which it is presumed that full absorption of the concrete manhole body has taken place and thereafter for a further period of one (1) hour for the actual test of leakage. Fiber glass manholes are exempt from the one hour absorption requirement. During this one (1) hour test period, the measured maximum allowable rate of exfiltration for any section of sewer shall be the same as allowed for the infiltration test.

E. TEST PROCEDURE AIR

(1) Where the Contractor elects to air test, he shall perform these tests with equipment similar to Air-Loc equipment manufactured by Cherne Industrial, Inc. Hopkins, Minnesota.

(2) The air test shall be made when the sewer is clean. The line shall be plugged at each manhole with pneumatic balls. Low pressure air shall be introduced into the plugged line until the internal air pressure reaches 4.0 psig greater than the average

back pressure of any ground water pressure that may submerge the pipe. At least two (2) minutes shall be allowed for the air temperature to stabilize before readings are taken and the timing started.

(3) When testing pipes 14 inches and less in diameter between consecutive manholes, the portion being tested shall pass if it does not lose air at a rate to cause the pressure to drop from 4.0 to 3.0 psig (greater than the average back pressure of any groundwater that may submerge the pipe) in less time than listed as calculated from Table 1.

When testing pipes greater than 15 inches in diameter between consecutive manholes the portion being tested shall pass if it does not lose air at a rate to cause the pressure to drop from 3.5 psig 3.0 psig (greater than the average back pressure of any groundwater that may submerge the pipe) in less time than that shown in or calculated from Table II.

TABLE I
Specification Time Required for a 1.0 PSIG Pressure Drop for Size and Length of Pipe indicated for Q = 0.0015

Specification Time for Length (L) Shown (min: sec)											
1	2	3	4 (xL)	100 ft.	150 ft.	200 ft.	250 ft.	300 ft.	350 ft.	400 ft.	450 ft.
4	3:46	597	.380	3:46	3:46	3:46	3:46	3:46	3:46	3:46	3:46
6	5:40	398	.854	5:40	5:40	5:40	5:40	5:40	5:40	5:42	5:42
8	7:34	298	1.520	7:34	7:34	7:34	7:34:	7:36	8:52	10:08	11:24
10	9:26	239	2.374	9:26	9:26	9:26	9:53	11:52	13:51	15:49	17:48
12	11:20	199	3.418	11:20	11:20	11:24	14:15	17:05	19:56	22:47	25:38
15	14:10	159	5.342	14:10	14:10	17:48	22:15	26:42	31:09	35:36	40:04
18	17:00	133	7.692	17:00	19:13	25:38	32:03	38:27	44:52	51:16	57:41
21	19:50	114	10.470	19:50	26:10	34:54	43:37	52:21	61:00	69:48	78:31
24	22:40	99	13.674	22:47	34:11	45:34	56:58	68:22	79:46	91:10	102:33
27	25:30	88	17.306	28:51	43:16	57:41	72:07	86:32	100:57	115:22	129:48
30	28:20	80	21.366	35:37	53:25	71:13	89:02	106:50	124:38	142:26	160:15
33	31:10	72	25.852	43:05	64:38	86:10	107:43	129:16	150:43	172:21	193:53
36	34:00	66	30.768	51:17	75:55	102.34	128:12	153:50	179:29	205:07	230:46

1. Pipe Diameter (in.)
Minimum Time (min:sec)
Length for Minimum Time (ft.)
Time for Longer Length (sec)

NOTE: When using column 4 multiply the number in column 4 opposite the pipe diameter by the length of pipe of that diameter and sum the times for the various pipe size in the run being tested. Computations shall include lengths for service connection laterals.

Table II
Specification Time Required for 0.5 PSIG Pressure Drop for Size and Length of Pipe Indicated for Q + 0.0015

Specification Time for Length (L) Shown (min: sec)											
1	2	3	4 (xL)	100 ft.	150 ft.	200 ft.	250 ft.	300 ft.	350 ft.	400 ft.	450 ft.
4	1:53	597	.190	1:53	1:53	1:53	1:53	1:53	1:53	1:53	1:53
6	2:50	398	.427	2:50	2:50	2:50	2:50	2:50	2:50	2:51	3:12
8	3:47	298	.760	3:47	3:47	3:47	3:47	3:48	4:26	5:04	5:42
10	4:43	239	1.187	4:43	4:43	4:43	4:57	5:56	6:55	7;54	8:54
12	5:40	199	1.709	5:40	5:40	5:40	7:08	8:33	9:58	11:24	12:50
15	7:05	159	2.671	7:05	7:05	8:54	11:08	13:21	15:35	17:48	20:02
18	8:30	133	3.846	8:30	9:37	12:49	16:01	19:14	22:26	25:38	28:51
21	9:55	114	5.235	9:55	13:05	17:27	21:49	26:11	30:32	34:54	39:16
24	11:20	99	6.837	11:24	17:57	22:48	28:30	34:11	39:53	45:35	51:17
27	12:45	88	8.653	14:25	21:38	28:51	36:04	43:16	50:30	57:42	46:54

30 33 36	14:10 15:35 17:00	80 72 66	10.683 12.926 15:384	17:48 21:33 25:39	26:43 32:19 38:28	35:37 43:56 51:17	44:31 53:52 64:06	53:25 64:38 75:55	62:19 75:24 89:44	71:13 86:10 102:34	80:07 96:57 115:23

1 Pipe Diameter (in.)
2 Minimum Time (min:sec)
3 Length for Minimum Time (ft.)
4 Time for Longer Length (sec)

NOTE: When using column 4 multiply the number in column 4 opposite the pipe diameter by the length of pipe of that diameter and sum the times for the various pipe size in the run being tested. Computations shall include lengths for service connection laterals. All service plugs shall be secured in place to prevent displacement during testing operation.

F: DEFLECTION TEST

Deflection tests shall be performed on all flexible pipe, the tests shall be conducted after the backfill has been in place at least 30 days. No pipe shall exceed a deflection of 5 percent. The deflection tests shall be run using a Go-No-Go mandrel having a diameter equal to 95 percent of the inside diameter of the pipe. The tests shall be performed without mechanical pulling device, any pipe not meeting the deflection test shall be excavated and re-bedded at no cost to the owner.

The Contractor at no additional cost to the owner shall furnish the Go-No-GO Mandrel.

Upon completion of all tests, the Contractor shall provide personnel to remove each manhole cover in the presence of the Engineer's representative for inspection and depth measurement.

G. TESTING SANITARY SEWER MANHOLES

All sanitary sewer manholes shall be tested for water tightness by one of the following methods.

Manholes, except those in streets scheduled for immediate paving, shall be complete, having all adjusting rings and cover rings in place and shall be backfilled prior to testing.

Manholes in streets scheduled for immediate paving shall be complete as described above except those acceptance tests shall be made at the top of the cone section.

(1.) Vacuum Test

a. General

This item will govern the testing of all sanitary sewer manholes. All connections to manholes including drop connections shall be in place before testing.

b. Equipment

Equipment for vacuum testing manholes shall be:
MANHOLE VACUUM TESTER as manufactured by:

P.A. Glazier, Inc.
P.O. Box 1002
Worcester, MA. 01613

Or

THE CHERNE AIR-LOC MANHOLE TESTER as manufactured by:

Cherne Industries, Inc.
5700 Lincoln Dr.
Minneapolis, MN 55436-1695

Or approved equal.

c. Preparation for Testing

All connections to the manhole; except plugged stubs for future line extensions, shall be plugged using suitable pneumatic plugs. Line plugs shall be placed at a point outside of the manhole wall (approximately 8" to 10" into the sewer pipe). Drop connections shall be plugged at a point up stream from the drop.
All plugs, pipe connections and plugged stub outs shall be adequately braced to prevent them being drawn into the manhole when vacuum is applied.

d. Testing

The contractor shall set the test equipment in place and operate it in accord with the manufacturer instructions. A copy of these instructions shall be kept on the job site and shall be available to the inspector when tests are performed. When equipment is properly set up a vacuum of 10" of mercury (Hg) shall be drawn and the vacuum line valve closed. After the vacuum pump is shut off the hose shall be disconnected before the test is started.

Note: Vacuum must be at 10" Hg when test is started. The contractor may wish to draw up to 10.5" Hg vacuum and then bleed back to 10" Hg before starting the test. The test shall pass when the minimum time for the vacuum to drop from 10" Hg to 9" Hg is greater than the time shown in the following table:

TABLE 1: Minimum test times for various manhole diameters.

	DIAMETER		
Depth Feet	48"	60"	72"
8'	0:20	0:26	0:33
10'	0:25	0:33	0:41
12'	0:30	0:39	0:49
14'	0:35	0:46	0:57
16'	0:40	0:52	1:05
18'	0:45	0:59	1:13
20'	0:50	1:05	1:21
* ADD	0:05	0:06.5	0:08

Any manhole that fails the test shall be repaired and retested until it passes the test.

e. Contractors Optional Test

The contractor, at his option may wish to test manholes before they are backfilled to assure himself that the manhole is sound.
Manholes that fail the test prior to being backfilled may be repaired under vacuum by coating the area of the leak with a liquid quick setting grout allowing the grout to be drawn into the opening until the leak is stopped.

Manholes will not be accepted on the bases of this test.

f. Fiberglass Manholes

Fiberglass manholes may be tested in the same manner as concrete manholes except that all repairs to the fiberglass body of the manhole shall be made using materials furnished by the manufacturer. Repairs shall be made in accord with the manufacturer instructions.

g. No separate payment will be made for vacuum testing of manholes, but the cost shall be considered incidental to furnishing and construction of manholes as bid in the bid proposal.

2. HYDROSTATIC TESTING

a. General

This item shall govern the hydrostatic testing of manholes and may be used as an alternative to vacuum testing by the contractor.

All connections to manholes including drop connections shall be in place prior to testing manholes.

b. Testing

All connections to the manhole, except plugged stubs installed for future line extensions, shall be plugged upstream from the drop.

Plugs in pipe connections must be placed outside the manhole wall (approximately 8” to 10” into the pipe).

The manhole shall then be filled to the top of the cast iron ring (or top of the cone section for manholes in streets scheduled for immediate paving) and allowed to stand for a minimum of one hour to allow for absorption by the components of the manhole. The inspector may extend the absorption period if it appears that the manhole has not reached a stable state.

The manhole shall then be refilled to the top of the ring (or cone) and allowed to stand for up to 24 hours.

The manhole shall be checked at the end of 4 hours and will be deemed to have passed if no perceptible loss has occurred – if loss has occurred the manhole will be checked after the 24 hour period and will be considered to have passed if loss does not exceed the following schedule

Depth Ft.	Loss Inches
0 - 10’	.2
10 – 20’	.4
20 - 30’	.6

c. No separate payment will be made for Hydrostatic Testing of manholes but the cost shall be considered as incidental to furnishing and constructing manholes as bid in the bid proposal.

H. TELEVISING NEW SEWER LINES

It is the city’s intention to televise all new sanitary sewer lines for record purposes.

Immediately after the contractor completes all testing of sanitary sewer lines and manholes he shall leave all manholes accessible for televising and make allowances for the city’s camera crews working on the project site.

The contractor at his own expense before final acceptance must correct any defects discovered during the televising of sanitary sewers.

3.15 RESTORATION

A. Whenever any surface improvements such as pavement, curbing, pedestrian walks, fencing, or turf have been removed, damaged or otherwise disturbed by the Contractor’s operations, they shall be repaired or replaced to the Engineers satisfaction, to restore the improvement in kind and structure to the pre-existing condition. Each item of restoration work shall be done as soon as practicable after completion of installation and backfilling operations on each section of pipeline.

B. In absence of specific payment provisions, as separate Contract Items, the restoration work shall be compensated for as part of the work required under those Contract Items, which necessitated the destruction and replacement or repair, and there will be no separate payment therefor. If separate pay items are provided for restoration work, only that portion of the repair or reconstruction, which was necessitated by the contract, will be measured for payment. Any improvements removed or damaged unnecessarily shall be replaced or repaired at the Contractor’s expense.

C. Turf restoration shall be accomplished by sod replacement except where seeding is specifically allowed or required.

Caliche or gravel surfaced streets and driveway shall be restored to their original condition by salvaging and replacing the pre-existing caliche or gravel. If the Contractor does not salvage sufficient material during excavation operation, he will be required to furnish material to restore the surface to the depth of the original section. This caliche or gravel restoration shall be considered a part of excavation and backfill and no extra compensation will be made.

E. Bituminous and concrete surfaced streets and driveways will be restored to equal or better condition than existed prior to sewer construction. Measurement will be made of the actual quantities required to be replaced by the sewer construction and paid for at the price bid in the appropriate bid items in the proposal.

No measurement or payment will be made for work done outside the lines considered necessary for sewer construction. The Contractor will be required to replace damage outside these lines at his own expense.

F. Reconstruction of caliche base courses and concrete or bituminous surface courses shall be in substantial compliance with all applicable City of Midland Specifications pertaining to the item being restored.

3.16 CLEANUP

After completing each section of the sewer line, the Contractor shall remove all debris, construction materials, and equipment from the site of the work, grade and smooth over the surface on both sides of the line and leave the entire right-of-way in a clean, neat, and serviceable condition. No separate compensation shall be made for clean up.

3.17 PAYMENT

A. General

Payment in accordance with the following items, at the unit price bid for the work, shall constitute full and complete payment for the entire project including all incidental terms necessary for the complete and successful prosecution of the work in accordance with the intent of the plans and specifications.

Materials and work required to complete the project for which there is no bid item in the bid proposal shall be considered as incidental and the cost shall be included in the prices bid for the various items in the bid proposal.

Where payment is to be made on a unit price basis, it shall be made on the actual measured quantities as constructed in the work.

B. Sewer Pipe in Place

Unit prices bid shall cover furnishing and installation of pipe and jointing materials, including tests and all other necessary work and material to install the pipe complete in place at the depth specified. The unit of work shall be the lineal foot of the various types and sizes as shown in the proposal form. The pipe installation shall be measured

along the centerline of the sewer from center to center of manholes with no deduction in footage for manholes, wye branches, riser bases or other structure.

C. Foundation Corrections Materials

Payment for foundation correction materials shall be made at the unit price bid per cubic yard for material furnished and placed to pro vide adequate pipe base in unstable soil. The unit price shall include extra excavation below pipe grade, the material, placing and tamping.

Additional material required to backfill excess depth of excavation caused by neglect or error on the part of the Contractor or wet conditions, shall be furnished and placed at his own expense.

Removal of Street Surfacing

The Contractor shall receive no extra compensation for the removal of street surfacing including cutting of a straight edge.

E. Trench Safety Systems, Sheeting and Shoring

Measurement: Trench Safety Systems shall be measured by the linear foot of "Trench Safety Systems": Payment for work prescribed under this item shall be full compensation for the Trench Safety Systems including any Engineering and/or consulting fees and any additional excavation and backfill required, for furnishing, placing, maintaining and removing all shoring, sheeting, or bracing; for de-watering or diversion of water; for all jacking and jack removal; and for all other labor, materials, tools, equipment and incidentals necessary to complete the work.

F. Manholes

Payment will be made for the various types of manholes at the unit prices bid for the various types of manholes 0 to 6' deep which price shall include excavation, furnishing and installing all materials pumping where necessary, and backfilling and all incidentals for the complete manhole in place. Measurement for manholes over 6 feet in depth shall be made of the depth of manhole in excess of six (6) feet. Manholes will be measured from the invert to the top of the casting as set.

Payment will be made for the manhole depth in excess of 6 feet at the vertical foot price bid in the bid proposal for extra depth of manhole over 6 feet for each type of manhole furnished.

G. Drop Connections to Manholes

Payment shall be made for drop connections to manhole for each drop connection made as counted in the field at the price bid in the proposal.

Said payment shall be complete compensation for furnishing all materials and fittings and making all connections to the manhole including 2' of vertical depth as measured from the invert of the incoming line to the invert of the manhole.

H. Drop Section for Manholes

Drop sections shall be paid for on a vertical footage basis as measured from the invert of the incoming line to the invert of the manhole less 2 feet and shall be paid for at the price bid per vertical foot for the various size drop connections in the bid proposal.

The price bid per vertical foot includes all fittings, granular material, if used and concrete and shall be full compensation for the complete in service drop connection.

I. Service Lines

Service lines will be measured from centerline of the sewer main to the plug end and paid for at the unit price bid per linear foot of each type of pipe as specified and as shown on the typical details.

J. Barricading and Traffic Control

The lump sum price bid in the bid proposal shall be full compensation for furnishing flag persons when required and all barricades, signs and other barricading and traffic control devices and for furnishing barricading plans and erecting and maintaining all such devices and signs as required for the duration of the period.

Updated
08/07

"General Decision Number: TX20210002 01/01/2021

Superseded General Decision Number: TX20200002

State: Texas

Construction Types: Heavy and Highway

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

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021

* SUTX2011-002 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)	$ 13.55	
ELECTRICIAN	$ 20.96	
FORM BUILDER/FORM SETTER		
Paving & Curb	$ 12.36	
Structures	$ 13.52	
LABORER		
Asphalt Raker	$ 12.28	
Flagger	$ 9.30	
Laborer, Common	$ 10.30	
Laborer, Utility	$ 11.80	
Work Zone Barricade Servicer	$ 10.30	
POWER EQUIPMENT OPERATOR:		
Asphalt Distributer	$ 14.87	
Asphalt Paving Machine	$ 13.40	
Broom and Sweeper	$ 11.21	
Crane, Lattice Boom 80 Tons or Less	$ 16.82	
Crawler Tractor Operator	$ 13.96	
Excavator, 50,000 lbs or less	$ 13.46	
Front End Loader Operator, Over 3 CY	$ 12.77	
Front End Loader, 3CY or less	$ 12.28	
Loader/Backhoe	$ 14.18	
Mechanic	$ 20.14	
Milling Machine	$ 15.54	
Motor Grader, Rough	$ 16.15	
Motor Grader, Fine	$ 17.49	
Pavement Marking Machine	$ 16.42	
Reclaimer/Pulverizer	$ 12.85	
Roller, Asphalt	$ 10.95	
Roller, Other	$ 10.36	
Scraper	$ 10.61	
Spreader Box	$ 12.60	
Servicer	$ 13.98	
Steel Worker (Reinforcing)	$ 13.50	

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

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

The 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 Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

The request should be accompanied by a full statement of the

interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

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END OF GENERAL DECISION
"

SPECIAL FEDERAL REQUIREMENTS

1. FEDERALLY ASSISTED CONTRACT

The Contractor agrees to acknowledge that financial assistance from the U.S. Department of Housing and Urban Development is to be utilized on this contract and the contract is subject to all applicable laws, ordinances and codes of the United States, State of Texas and local governments.

2. COMPLIANCE WITH EXECUTIVE ORDER 11246, ENTITLED "EQUAL EMPLOYMENT OPPORTUNITY", AND SUPPLEMENTAL DEPARTMENT OF LABOR REGULATIONS

The Contractor shall comply with the equal opportunity requirements of Executive Order 11246, as amended:

a. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates or pay or other forms of compensation, and selection for training, including apprenticeship.

b. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided by the City setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

c. The Contractor shall not exclude any person in the United States, on the basis of age from the benefits of this contract. This contract shall be conducted and administered in compliance with the Age Discrimination Act of 1975, as amended, and any implementing regulations.

d. In the event this contract exceeds $10,000, the Bidder shall comply with EXHIBIT E1 and shall submit a completed HUD Form 4238 with his bid.

3. CIVIL RIGHTS AND EQUAL OPPORTUNITY

The Contractor will comply with Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the applicant received federal financial assistance.

The Contractor will comply with Section 109 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.602), which provides that no person in the United States shall, on the ground of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with Community Development funds.

4. COMPLIANCE WITH SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

In the event this contract exceeds $100,000, the Contractor agrees to comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended, the HUD regulation issued pursuant thereto at 24 CFR PART 135, and any applicable rules and orders of HUD issued thereunder. Prior to issuance of notice to proceed, the Contractor must submit documents, including a “Preliminary Statement - Work Force Needs" form, that demonstrate compliance with Section 3.

5. MINORITY OWNED BUSINESS PARTICIPATION

The Contractor shall make positive efforts to utilize small business, minority-owned business and women-owned business sources of supplies and services. Such efforts should allow these sources the maximum feasible opportunity to complete for subcontracts. The Bidder must submit a completed "Schedule of MBE/WBE Participation" with his Bid.

6. COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT, THE DAVIS-BACON ACT, THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT AND SUPPLEMENTAL DEPARTMENT OF LABOR REGULATIONS

In the event this contract exceeds $10,000, the Contractor agrees will comply with Section 110 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.603), which provides that certain labor standards be adhered, with specific emphasis on the Copeland "Anti-Kickback" Act, and the Contract Work Hours and Safety Standards Act. The Federal Labor Standards Provisions contained in Exhibit

E3 are applicable. The Project Wage Decision attached to Exhibit E3 will apply to this contract. Modifications to the Wage Decision may occur. A pre-construction conference will be conducted. This will occur after an award is made. The Bidder must submit Form HUD-1421 with his Bid.

The Bidder is specially advised that any person, firm, or other party to whom the bidder proposes to award a subcontract under this contract:

a. Must be acceptable to the City after verification by HUD of the current eligibility status, and

b. Must submit Form HUD-1422 for each proposed subcontractor. Approval of the proposed subcontract award cannot be given by the City unless and until the proposed subcontractor has submitted the Certification and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject.

Although the Bidder is not required to attach such completed Form HUD-1422 on proposed contractors to his bid, the bidder is hereby advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

7. COMPLIANCE WITH CERTIFICATION PROHIBITING USE OF FEDERAL FUNDS FOR LOBBYING.

The Contractor certifies that: No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any persons for influencing or attempting to influence an office or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

8. OTHER SPECIAL REQUIREMENTS FOR CONSTRUCTION CONTRACTS EXCEEDING $100,000

In the event the contract exceeds $100,000, the requirements and conditions of Exhibit D shall apply to this contract and related subcontracts.

9. CONTRACTORS INSURANCE OF COMPLIANCE BY SUBCONTRACTORS

a. The Contractor will insure that subcontractors for work or construction activity under this Contract shall comply with the equal opportunity requirements of Executive Order 11246, as amended.

b. The Contractor will insure that subcontractors for work or construction activity under this Contract shall comply with Section 110 of the Housing and Community Development Act of 1974 and the regulations issued thereto (24 CFR 570.603), which provide that certain labor standards be adhered.

10. AWARDS OF CONTRACTS AND SUBCONTRACTS TO DEBARRED OR DISQUALIFIED CONTRACTOR PROHIBITED

The Contractor shall be subject to Contractor Clearance by the U.S. Department of Housing and Urban Development. The Bidder must submit a completed Request for Contractor Clearance form with his Bid. The Contractor will insure that funds will not be used to directly or indirectly employ, award contracts to or otherwise engage the services of or fund any subcontractor during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR Part 24. A completed Request for Subcontractor Clearance form on each subcontractor must be submitted so that compliance with this paragraph and paragraph 6 above can be insured.

11. COPYRIGHT PROVISIONS

The Contractor shall comply with the copyright provisions of 24 CFR 85.34.

12. DRUG FREE WORK PLACE

The Contractor shall comply with and shall ensure that its subcontractors comply with the provisions of the Drug-Free Workplace Act, 41 U.S.C. § 701, et seq.

13. CONFLICT OF INTEREST PROVISIONS

The Contractor shall comply with the conflict of interest provisions of 24 CFR 570.611. The general rule is that no persons who exercise or have exercised any functions or

responsibilities with respect to CDBG activities, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. The Contractor may inquire about former City employees or other persons who are subject to this provision.

14. CONTRACTOR TO MAKE INFORMATION AND DATA AVAILABLE

The Contractor shall make available to the City, as determined by the City, information and/or data which document compliance, in all phases of its work, with the Federal Requirements. The Contractor shall fully cooperate with City when City monitors the services and work performed under this Contract. The Contractor shall maintain accounts and records adequate to identify and account for all cost pertaining to the agreement. These records will be made available to the City for federal audit purposes, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the City.

EXHIBIT E1

EQUAL EMPLOYMENT CLAUSE
EXECUTIVE ORDER 11246, AS AMENDED

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates or pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to this books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the contractor's noncompliance with the non-discrimination clauses of this contract, or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraph (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

EXHIBIT E1

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 112319-25 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such a report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name:
Address:

1. Bidder Has participated in a previous contract or subcontract subject to the Equal Opportunity Clause
   Yes ☐ No ☐

2. Compliance reports were required to be filed in connection with such contract or subcontract.
   Yes ☐ No ☐

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
   Yes ☐ No ☐ None Required ☐

4. If answer to item 3 is "no", please explain in detail on reverse side of this certification.

Certification - The information above is true and complete to the best of my knowledge and belief.

NAME AND TITLE OF SIGNER (PLEASE TYPE)

SIGNATURE DATE

SUBMIT WITH BID HUD-4238

Previous Editions Obsolete

SECTION 3 CLAUSE

Every applicant, recipient, contracting party, contractor, and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a section 3 covered project, the following clause (referred to as a section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u. The purpose of section 3 is to ensure that employment and other economic opportunities generated by U.S. Department of Housing and Urban Development (HUD) assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very-low income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other under standing, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preferences, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of regulations under 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD

assisted contracts.

CITY OF MIDLAND, TEXAS
SECTION 3 BUSINESS CONCERN CERTIFICATION

Name of Business: _____

Address of Business: _____

Type of Business: ☐ Corporation ☐ Partnership
☐ Sole Proprietorship ☐ Joint Venture

Depending on type of business entity, submit applicable documents:

- ☐ Copy of Articles of Incorporation
- ☐ Assumed Business Name Certificate
- ☐ List of owners/stockholders and % ownership of each
- ☐ Organization chart with names and titles and brief function statement
- ☐ Certificate of Good Standing
- ☐ Partnership Agreement
- ☐ Corporation Annual Report
- ☐ Latest Board minutes appointing officers

Attached appropriate documentation based on type of Section 3 status:

___ **For business claiming status as a Section 3 resident-owned enterprise:**

- ☐ Copy of resident lease
- ☐ Copy of evidence of participation in a public assistance program
- ☐ Copy of receipt of public assistance
- ☐ Other evidence

___ **For business claiming Section 3 status by subcontracting 25 percent of the dollar awarded to qualified Section 3 business:**

- ☐ List of subcontracted Section 3 business(es) and subcontract amount

___ **For business claiming Section 3 status, claiming at least 30 percent of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:**

- ☐ List of all current full-time employees
- ☐ PHA/IHA Residential lease less than 3 years from day of employment
- ☐ List of employees claiming Section 3 status
- ☐ Other evidence of Section 3 status less than 3 years from date of employment

___ **Business is not a Section 3 business concern at this time.**

_____ _____
Authorizing Name and Signature Date

(Corporate Seal)

Attested by:_____

EXHIBIT E3
Federal Labor Standards Provisions

U.S. Department of Housing
and Urban Development

Applicability
The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR-5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Officeof Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate) HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination, HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met.

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of work (or under the United States Housing Act of 1937, or under the Housing Act of

1949, in the construction or develop-ment of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including ratesof contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payments to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-0014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance", signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5(a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 32 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required recordsupon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4. (i) Apprentices and Trainees. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its programs is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the usage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the

Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractorwill no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contracts termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3 and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part "Whoever, for the purpose of. . .influencing in any way the action of such Administration. . .makes, utters or publishes any statement, knowing the same to be false. . .shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek, whichever is greater.

subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat 96).

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

EXHIBIT E3

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO: *(Appropriate recipient)* C/O	DATE PROJECT NUMBER *(If any)* PROJECT NAME
1. The undersigned, having executed a contract with	

	For the construction of the above identified project, acknowledges that:

(a) The Labor Standards Provisions of The Contract For Construction are included in the aforesaid contract;

(b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility;

2. He certifies that:

(a) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 *(29CFR, Part 5)*, or pursuant to Section 3(a) of the Davis-Bacon Act, as amended *(40 U.S.C. 276a-2(a))*.

(b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designed as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient, within ten days after the execution of any subcontract, including those executed by his subcontractor's and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standard and Prevailing Wage Requirements, executed by the subcontractors.

4. He certifies that:

(a) The legal name and the business address of the undersigned are:

(b) The undersigned is:

(1) A SINGLE PROPRIETORSHIP	(3) A CORPORATION ORGANIZED IN THE STATE OF:
(2) A PARTNERSHIP	(4) OTHER ORGANIZATION *(Describe)*

(c) The name, title and address of the owner, partners, or officers of the undersigned are:

NAME	TITLE	ADDRESS

HUD-1421 (6-75)

(d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are *(if none, so state)*:		
NAME	ADDRESS	NATURE OF INTEREST
(e) The names and addresses and trade classifications of all other building construction contractors, in which the undersigned has a substantial interest are *(if none, so state)*:		
NAME	ADDRESS	TRADE CLASSIFICATION

Date			*(Contractor)*
		By	

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S.C., provides in part; "Whoever.....makes, passes, utters, or publishes any statement, knowing the same to be false.....shall be fined not more than $5,000 or imprisoned more than two years or both."

EXHIBIT E3

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

SUBCONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO: *(Appropriate recipient)* C/O	DATE
	PROJECT NUMBER *(If any)*
	PROJECT NAME
1. The undersigned, having executed a contract with	

U.S. GOVERNMENT PRINTING OFFICE: 1979-671-005/616

	for	*(Contractor or Subcontractor)*

(Nature of the Work)	in the amount of	$

in the construction of the above-identified project, certifies that:

(a) The Labor Standards Provisions of The Contract For Construction are included in the aforesaid contract.

(b) Neither he nor any firm, corporation, partnership or association in which he has a substantial interest is designed as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 *(29CFR, Part 5)*, or pursuant to Section 3(a) of the Davis-Bacon Act, as amended *(40 U.S.C. 276a-2(a))*.

(c) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to the aforesaid regulatory or statutory provisions.

2. He agrees to obtain and forward to the contractor, for transmittal to the recipient, within ten days after the execution of any lower subcontract, a Subcontractor's Certification Concerning Labor Standard and Prevailing Wage Requirements, executed by the lower tier subcontractor, in duplicate.

(a) The workmen will report for duty on or about	
	(Date)

3. He certifies that:

(a) The legal name and the business address of the undersigned are:

(b) The undersigned is:

(1) A SINGLE PROPRIETORSHIP	(3) A CORPORATION ORGANIZED IN THE STATE OF:
(2) A PARTNERSHIP	(4) OTHER ORGANIZATION *(Describe)*

(c) The name, title and address of the owner, partners, or officers of the undersigned are:

NAME	TITLE	ADDRESS

		HUD 1422 (6-75)

(d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are *(if none, so state)*:

NAME	ADDRESS	NATURE OF INTEREST

(d) The names and addresses and trade classifications of all other building construction contractors, in which the undersigned has a substantial interest are *(if none, so state)*:

NAME	ADDRESS	TRADE CLASSIFICATION

(Subcontractor)		
By		
(Signature)		*(Typed Name & Title)*

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S.C., provides in part; "Whoever.....makes, passes, utters, or publishes any statement, knowing the same to be false.....shall be fined not more than $5,000 or imprisoned more than two years or both."

U.S. GOVERNMENT PRINTING OFFICE: 1979-671-005/616

EXHIBIT E4

CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et. seq., and the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto at 40 CFR Part 15, amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

(1) A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

(2) Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issue thereunder.

(3) A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

(4) Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

SPECIAL CONDITIONS PERTAINING TO HAZARDS SAFETY STANDARDS AND ACCIDENT PREVENTION

Lead-Based Paint Hazards (Applicable to contracts for construction or rehabilitation of residential structures)

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The Contractor and subcontractors shall comply with the provisions for the elimination of lead-based paint hazards under sub-part B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14(f) thereof.

Use of Explosives (Modify as Required)

When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, state and Federal laws in purchasing and handling explosives. The Contractor shall take all necessary precaution to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.

The Contractor shall notify all owners of public utility property of intention to use explosives at least eight hours before blasting is done, close to such property. Any supervision or direction of use of explosives by the Engineer, does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

Danger Signals and Safety Devices (Modify as Required)

The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning light at night, suitable barricades and other devices necessary to protect the public. In case the contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the contractor of any liability incurred under these specifications or contract.

CITY OF MIDLAND CDBG PROGRAM

CONTRACTOR CERTIFICATION OF ELIGIBILITY FOR FEDERAL PROCUREMENTS

Business Name: _____ Fed Id./SS. # _____

Address: _____

Type of Business: ___ Corporation ___ Sole Proprietor ___ Partnership

Name, Title, Social Security No. of Principals:

1. _____

2. _____

3. _____

I/we the undersigned certify that neither I nor my firm are not excluded from federal procurement or non-procurement programs.

Signature: _____ Date: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

Additional verification of compliance with federal regulations at 24 CFR part 5 was accomplished as follows:

Signature: _____ Date: _____

Name and Title: _____

MIDLAND
Engineering Services

ADDENDUM #01
Project Number P18-08

TO ALL BIDDERS ON THE SUBJECT BID: **COMPASS – Ft. Worth St. Paving Project**

ADDENDUM #01

DATE: March 26, 2021

1. Q/A and Clarification
2. Sign-In Sheet
3. Pre-Bid Agenda
4. Revised Special Provisions
5. Revised Proposal
6. Revised Pay Notes
7. Revised Contract
8. Revised Plan Sheets

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

All other terms and conditions shall remain the same.

C D King Construction LLC.
Company Name

Bidder Authorized Signature

3/30/21
Date

Josie D. King
Please Print Above Name

800-805-6302
Phone

www.MidlandTexas.gov

COMPASS – Ft. Worth St. Paving Project
Project Number P18-08

Q/A and Clarification

During the Pre-Bid Meeting, the following questions were raised by one or more bidders. Below is a list of the questions along with the answers and clarifications.

Clarification: Contractor must be willing to sign contract as is.

Clarification: Check that all insurance forms are in order when submitting bids.

Clarification: Check that all conflict of interest forms are completed if applicable.

Clarification: Contractor must fill out all bid items in the Proposal for the bid to be considered complete.

Clarification: Contractor is responsible for all construction staking.

Clarification: Contractor is responsible for all traffic control during this project.

Clarification: All invoice submittals are to be itemized and are to match the Proposal item listed.

Clarification: There is a one (1) calendar year warranty period on this project.

Clarification: All addendum acknowledgement forms must be included with the bid for the bid to be considered complete. Bidders have sole responsibility for making sure they have and acknowledge all addendums provided for this project bid.

Clarification: The Special Provisions section of the Bid Packet has been revised. The revised version is attached to this Addendum 01. Bidders are to remove all previous versions of the Proposal section in their entirety and replace them with the attached revision.

Clarification: The Proposal section of the Bid Packet has been revised. The revised version is attached to this Addendum 01. Bidders are to remove all previous versions of the Proposal section in their entirety and replace them with the attached revision.

Clarification: The Pay Notes section of the Bid Packet has been revised. The revised version is attached to this Addendum 01. Bidders are to remove all previous versions of the Pay Notes section in their entirety and replace them with the attached revision.

Clarification: Project Funding are from Federal Funds. As such, Contractor must submit certified payroll, use Davis-Bacon wage rates, allow workers to be interviewed to comply with the CDBG Department.

Q: Plan Sheet C101 – On the quantity sheet, it shows type D hot mix asphalt PG 70-2 (2") at 336 tons but on the bid document it shows 170 tons (1"), which is correct?
A: The 336 tons of Type D HMAC (PG70-22) (2") is correct. The quantity found within the Proposal will be revised and made part of the addendum no. 1 for bidders to use.

Q: Special Provisions, SP9 – It states all bidders are required to have a wastewater license or class A classification, Is this correct?
A: The existing special provision note does not apply to a paving project and will be removed from the special provisions section.

Q: Plan Sheet C101 – On the quantity sheet, it states that one gas meter is to be relocated but it does not show on the bid document?
A: Construction Paving Note No. 9 on Plan sheet C205 states that Contractor to coordinate with franchise utilities for removal and relocation of existing power pole, street light, gas meter and other private utility. The quantity is not shown on the Proposal since removal and relocation will be done by the corresponding franchise utility. The quantity shown on the quantity sheet is just for informational purposes only. Fort Worth Street was part of a remaining group of streets that were bid out in 2016 but were not constructed. At the time, Atmos Gas claimed that all their infrastructure was updated and relocated so their would be no conflict with the build out of the street.

Q: Should the bidder fill out there half of the contract in and included in the sealed bid? And, does the insurance COI have to be in the sealed bid?
A: In order to submit a responsive, sealed bid, bidders do not have to fill out the Contract portion of the Contract Documents. Also, bidders do not have to submit their bonds and certificate of insurance at the time of bidding. During the bidding process, bidders are asked for the signed Proposal, Bid Bond, Acknowledgment of all Addendums and the signed Conflict of Interest Form. Once, the contract is awarded by the City of Midland City Council to the lowest, responsive bidder that is when an executed contract, performance & payment bonds and certificate of insurance is requested in the process.

Q: Plan Sheet C403 – This plan sheet is mentioned on the sheet index, is it missing?
A: Yes, Plan Sheet C403 is missing from the final plans given to the bidders so far. The missing plan sheet will be placed within the plans for bidders to have.

Q: Is there a plan and profile for the concrete alley paving?
A: No, there is not a plan and profile plan sheet prepared for this area.

Q: There are several poles in the work area? When will they be removed?
A: Construction Paving Note No. 9 on Plan sheet C205 states that Contractor to coordinate with franchise utilities for removal and relocation of existing power pole, street light, gas meter and other private utility. Fort Worth Street was part of a remaining group of streets that were bid out in 2016 but were not constructed. At this time, we know that Oncor installed their new poles as agreed through our coordination with them. We also know franchise utilities like cable and telephone did not complete their relocation from the old pole to the new one. A finally we also know that there was some chopped power

poles that no one claimed at the time. It is unclear when the franchise utilities will complete their work but the City of Midland will coordinate with the individual franchise utility companies and the Contractor to complete the work.

Q: Proposal – Bid Item D4, Plan Sheet C-205 shows an existing fence at the sidewalk, will it be removed?
A: Yes, the existing fence will conflict with the installation of the new 5-foot sidewalk so it will have to be removed and be placed on the property owner's lot. The City has previously met with the land owner to make him aware of the situation.

Q: Proposal – Bid Item P3, The quantity listed on the Proposal seems low?
A: Yes, The quantity will be corrected on the Proposal and made part of the addendum no. 1 for bidders to use.

Q: Plan Sheets C205 to C206 – Legend scale and profile scale do not match on Sheet C-205 and C-206?
A: Both scales are set to show 1" equals 20' in the horizontal scale. Differences might arise on individual printer settings used to print the plan set.

Q: Plan Sheet C205 – At the NE corner of the first alley south of gist, there is a utility box, will it be relocated?
A: Any franchise utility deemed to be in the way will have to be relocated.

Q: Proposal – Bid Item D3, where is the miscellaneous concrete removal?
A: Miscellaneous Concrete removal is not specifically called out on the plan set but it is anticipated that the Contractor may need to remove the existing fillets and valley gutter at the intersection of Gist Ave and Ft. Worth Street.

Q: Proposal – Bid Item P1, why is the subgrade quantity less than the flex base quantity?
A: The quantities within the Proposal have been revised. The Contractor is expected to work the subgrade areas below the flexible base at intersection streets and at the project termination.

Q: Proposal – Bid Item P4, are the cross streets included in this quantity?
A: Yes, the quantities within the Proposal have been revised.

Q: Proposal – Bid Item P6, Is the curb & gutter included in the fillet area?
A: Yes, the curb & gutter that is formed and pour monolithically when installing a new concrete fillet is part of the fillet area. Curb & Gutter outside of this area would be accounted for in Bid Item P10.

Q: Proposal – Bid Item P8, Is the curb & gutter included in the alleyway approaches?
A: Yes, the curb & gutter that is formed and pour monolithically when installing a new alleyway approach is part of the alleyway approach area. Curb & Gutter outside of this area would be accounted for in Bid Item P10.

Q: Proposal – Bid Item P9, Is the laydown included in the residential driveway?
A: Yes, the laydown curb that is formed and pour monolithically when installing a new residential driveway is part of the residential driveway area. Curb & Gutter outside of this area would be accounted for in Bid Item P10.

Q: Proposal – Bid Item P12, quantity seems long with the residential driveways?
A: The quantity for this pay item will be checked and revised on the Proposal if need be.

Q: Will there be a quantity for a commercial driveway at the church location?
A: Yes, a bid item and its quantity will be added to the Proposal.

Q: Will you allow for the whole width street closure during construction?
A: Yes, Contractor may close the whole width of the street to work in. Contractor must at all times make available access to people's driveways during their construction.

Pre-Bid Teleconference Meeting Attendance

P18-08

COMPASS - Ft. Worth Street Paving Project

Date: 03-24-2021 - 3:00 PM

☑	Name *(Please Print)*	Company Name *(Please Print)*	Phone Number	Fax Number	Email
	Josh Ferguson	City of Midland			jferguson@midlandtexas.gov
√	Matt Carr	City of Midland			mcarr@midlandtexas.gov
	Michael Pacelli	City of Midland			mpacelli@midlandtexas.gov
	Bobby Wojciechowski	City of Midland			bwojciechowski@midlandtexas.gov
√	Patricia Kingston	City of Midland			pkingston@midlandtexas.gov
√	Jesus Perez	City of Midland			jperez@midlandtexas.gov
√	Erika Martinez	City of Midland			emunoz@midlandtexas.gov
√	Carolina Jimenez	City of Midland			cjimenez@midlantexas.gov
√	Isaac Garnett	City of Midland			igarnett@midlandtexas.gov
√	Jesse Ramirez	Reece Albert			jesser@reecealbertinc.com
√	Mike Hester	Reece Albert			mikeh@reecealbertinc.com
√	Steve Strain	Onyx Contractors			steve.s@onyxcontractors.com
√	Steven Rock	JD King			s.rock@jdkingcorp.com
√	Nolan Windword	JD King			nolan.windword@jdkingcorp.com
√	Adrian Perez	JD King			a.perez@jdkingcorp.com

COMPASS – Ft. Worth Street Paving Project
Pre-Bid Teleconference Meeting Agenda
Project No. P18-08
March 24, 2021; 3:00 PM

Teleconference Call In Number: (866) 528-2256
Access Code: 4450719

Discussion Items

1. Sign-In Sheet
   - Please email mcarr@midlandtexas.gov if you plan to attend the teleconference so your name and contact information can be added to the attendance roll and to ensure you receive a copy of the Addendum following the pre-bid teleconference meeting.

2. Personnel Overview
   - Matt Carr – City Engineer
   - Mike Pacelli – Traffic Engineer
   - Cory Moose – Assistant Utilities Director
   - Josh Ferguson – Engineering Manager – CIP, project engineer
   - Bobby Wojciechowski – Construction Manager, construction management & inspections
   - Rex Swearinger – Operations Planner, utility coordination
   - Taha Sakrani – Associate Traffic Engineer
   - Troy Clabaugh – Sr. Transportation Technician
   - Gabe McClelland – Transportation Manager
   - Jesus Perez – Project Manager
   - Natalie Burgard – Administrative Assistant, document processing
   - Erika Martinez – Purchasing Manager, conduct bid process and bid opening

3. Project Overview and Scope
   - This project will include the removal and installation of pavement improvements, sidewalk and curb ramp improvements, and appurtenances as well as all equipment, labor, materials, etc. necessary to complete the work outlined in the Construction Drawings and Specifications, and to satisfactorily complete the work.
   - In general this project involves the construction and widening of Ft. Worth Street. The project limits are from Gist Avenue to Wolcott Avenue.

4. Bid Process
   - Pre-Bid Meeting Teleconference attendance is non-mandatory to bid on this project.
   - ATTENTION: All questions submitted before or after the Non-Mandatory Pre-Bid Meeting Teleconference must be submitted via email to the following email address: mcarr@midlandtexas.gov
   - Addendum distributed by email the Friday afternoon following the Pre-Bid Meeting.
     - The deadline to ask or send questions for the addendum is this Friday, March 25, 2021 at Noon.
     - Questions asked after the Noon deadline will be directed to the information already provided in the bid documents or included in the Addendum.
   - ATTENTION: The City of Midland's City Hall is once again open to the Public. All bidders are still encouraged to mail bid packets to one of the addresses below rather than delivering them in person in the interests of maintaining social distancing.

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

– OR –

Physical Address for mail carriers other than USPS:
City of Midland, Texas
Attn: City Secretary's Office
300 North Loraine St, Suite 330
Midland, TX 79701

If bid packets are delivered in person, the bid packets must be dropped off at City Hall before the bid opening deadline. Due to increased security within the building, Bidders must stop by the receptionist's desk, across the elevators, for assistance with time stamping the bid packet for the bid.

- **Bid Opening is Wednesday, March 31, 2021 at 2:00 PM** in the City Hall Council Chamber located on the 1st Floor of Midland's City Hall.
  - ATTENTION: The City of Midland's City Hall is once again open to the Public. The public bid opening will also be shown via the City Council Meeting live feed to maintain social distancing requirements due to COVID-19. This can be accessed from the following web address at the time of the bid opening: http://www.midlandtexas.gov/600/Watch-Council-Meetings
  - No late bids will be accepted.
  - Bidders must be willing to sign the contract as is.
  - Bidders must complete the conflict of interest forms if applicable.
  - Bidders must fill out all bid items in the Proposal. If bid items are left blank then the bid will be considered non-responsive.
  - Bidders have sole responsibility for making sure they have and acknowledge all addendums provided. If all acknowledgement forms are not included with the bid packet submittal then the bid will be considered non-responsive.

5. Notice to Proceed
   - Date of Notice to Proceed to be determined at the Pre-Construction Meeting.
   - Pre-Construction Meeting date will be set after the project bid is awarded.

6. Payment
   - Invoices should be submitted on or before the 1st day of each month and cover work completed up to the 25th day of the preceding month.
   - Invoice submittals need to be itemized and match the bid items listed in the bid packet Proposal.
   - Payment based on the portion of work completed only. No payment for material delivery.
   - 5% retainage until project completion, acceptance, and final payment.
   - Recommended that invoices state "Invoice Due Upon Receipt" or have a due date that is two (2) weeks after the date the invoice is submitted.

7. Project Schedule
   - City Inspector must be notified of all work occurring and be able to perform inspections on any construction or installation that occurs.
   - Typically Monday – Friday from 8:00 AM – 5:00 PM. No work earlier than 7:00 AM or later than 8:00 PM without City permission unless for emergency conditions.
   - Work will not occur on Sundays or legal holidays unless required for emergency situations.
   - Work will not occur on Saturdays unless requested by Contractor in writing at least 48-hours in advance and approved by the City Engineer.

8. Project Specifics
    - Always comply with all OSHA and other applicable safety requirements and regulations.
    - Construction staking is solely the responsibility of the Contractor.
    - Construction testing is solely the responsibility of the Contractor.
    - Contractor is responsible for Traffic Control for this project.
    - There is a one (1) calendar year warranty period on this project. This includes all infrastructure installed.
    - Existing fillets & valley gutters at the street intersection of Ft. Worth Street and Gist Avenue may need to be removed if it is determined by Contractor.
    - Concrete Alleyway Pavement length is to nearest corner of the church building, which may not be the 70 feet as stated on the plans.
    - Contractor to coordinate the location of commercial driveway on E. Stokes Ave. with the Church.

9. Additional Information, Clarifications, and Corrections
    - Bidders are directed to bid the item quantities listed in the Bid Packet's Proposal, not the quantities listed in the design drawings.

10. Questions received to date and City responses:

Q: Plan Sheet C101 – On the quantity sheet, it shows type D hot mix asphalt PG 70-2 (2") at 336 tons but on the bid document it shows 170 tons (1"), which is correct?
A: The 336 tons of Type D HMAC (PG70-22) (2") is correct. The quantity found within the Proposal will be revised and made part of the addendum no. 1 for bidders to use.

Q: Special Provisions, SP9 – It states all bidders are required to have a wastewater license or class A classification, Is this correct?
A: The existing special provision note does not apply to a paving project and will be removed from the special provisions section.

Q: Plan Sheet C101 – On the quantity sheet, it states that one gas meter is to be relocated but it does not show on the bid document?
A: Construction Paving Note No. 9 on Plan sheet C205 states that Contractor to coordinate with franchise utilities for removal and relocation of existing power pole, street light, gas meter and other private utility. The quantity is not shown on the Proposal since removal and relocation will be done by the corresponding franchise utility. The quantity shown on the quantity sheet is just for informational purposes only. Fort Worth Street was part of a remaining group of streets that were bid out in 2016 but were not constructed. At the time, Atmos Gas claimed that all their infrastructure was updated and relocated so their would be no conflict with the build out of the street.

Q: Should the bidder fill out there half of the contract in and included in the sealed bid? And, does the insurance COI have to be in the sealed bid?
A: In order to submit a responsive, sealed bid, bidders do not have to fill out the Contract portion of the Contract Documents. Also, bidders do not have to submit their bonds and certificate of insurance at the time of bidding. During the bidding process, bidders are asked for the signed Proposal, Bid Bond, Acknowledgment of all Addendums and the signed Conflict of Interest Form. Once, the contract is awarded by the City of Midland City Council to the lowest, responsive bidder that is when an executed contract, performance & payment bonds and certificate of insurance is requested in the process.

Q: Plan Sheet C403 – This plan sheet is mentioned on the sheet index, is it missing?
A: Yes, Plan Sheet C403 is missing from the final plans given to the bidders so far. The missing plan sheet will be placed within the plans for bidders to have.

Q: Is there a plan and profile for the concrete alley paving?
A: No, there is not a plan and profile plan sheet prepared for this area.

Q: There are several poles in the work area? When will they be removed?
A: Construction Paving Note No. 9 on Plan sheet C205 states that Contractor to coordinate with franchise utilities for removal and relocation of existing power pole, street light, gas meter and other private utility. Fort Worth Street was part of a remaining group of streets that were bid out in 2016 but were not constructed. At this time, we know that Oncor installed their new poles as agreed through our coordination with them. We also know franchise utilities like cable and telephone did not complete their relocation from the old pole to the new one. A finally we also know that there was some chopped power poles that no one claimed at the time. It is unclear when the franchise utilities will complete their work but the City of Midland will coordinate with the individual franchise utility companies and the Contractor to complete the work.

Q: Proposal – Bid Item D4, Plan Sheet C-205 shows an existing fence at the sidewalk, will it be removed?
A: Yes, the existing fence will conflict with the installation of the new 5-foot sidewalk so it will have to be removed and be placed on the property owner's lot. The City has previously met with the land owner to make him aware of the situation.

Q: Proposal – Bid Item P3, The quantity listed on the Proposal seems low?
A: Yes, The quantity will be corrected on the Proposal and made part of the addendum no. 1 for bidders to use.

11. Any Additional Questions?

Please direct all questions or comments following the Pre-Bid Meeting to Matt Carr with the City of Midland.

Engineering Services

Matt Carr
Office Phone: (432) 685-7287
Cell Phone: (432) 413-5038
Email: mcarr@midlandtexas.gov

NOTICE TO BIDDERS

ATTENTION: Due to the Coronavirus (COVID-19) pandemic, all bidders are encouraged to mail bid packets to one of the addresses below rather than delivering them in person in the interests of maintaining social distancing:

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

If bid packets are delivered in person then bidders must drop the bid packets off at the first-floor front desk of City Hall before the bid opening deadline, and social distancing measures will be maintained for the health of all parties involved.

Sealed proposals, addressed to the Mayor and City Council of the City of Midland, Texas, for the furnishing of materials and labor together with other miscellaneous and appurtenant work will be received at the office of the City Secretary, City Hall, Midland, Texas, until 2:00 p.m. on the 31st day of _March_, 2021, and publicly opened and read aloud at that time.

ATTENTION: The public bid opening will be in the City Council Meeting Chambers in order to enable social distancing by the attendees due to COVID-19. Attendees must wear masks while they are inside City Hall.

http://www.midlandtexas.gov/600/Watch-Council-Meetings

The Proposed Work provides for the furnishing of materials and labor for __COMPASS – Fort Worth Avenue_____ together with other miscellaneous and appurtenant work.

ATTENTION: A NON-MANDATORY PRE-BID MEETING TELECONFERENCE will be held at 3:00 p.m. on _Wednesday_, _March 24th, 2021. There will be no in-person pre-bid meeting due to COVID-19.

TELECONFERENCE CALL IN NUMBER: (866) 528-2256
ACCESS CODE: 4450719

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

jperez@midlandtexas.gov & mcarr@midlandtexas.gov

The deadline for submitting additional questions after the Non-Mandatory Pre-Bid Meeting Teleconference is Noon on Friday, March 26, 2021. Questions submitted before the Noon deadline will be included in the Addendum that will go out that same day along with all discussion items, questions, answers, and any new information resulting from the Non-Mandatory Pre-Bid Meeting Teleconference. Questions submitted after the Noon deadline will not receive any additional information and will instead only be directed to the information already provided.

Bids will be received on a unit price basis.

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

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

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

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

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

WAIVER OF ATTORNEY FEES

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

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

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

WAIVER

BIDDER’S WAIVER:

BY SUBMITTING A BID, THE BIDDER AGREES TO WAIVE AND DOES HEREBY VOLUNTARILY AND INTENTIONALLY WAIVE, ABANDON AND RELINQUISH ANY CLAIM THE BIDDER HAS OR MAY HAVE IN THE FUTURE AGAINST

THE CITY OF MIDLAND, TEXAS, AND THE CITY'S EMPLOYEES, AGENTS AND OFFICERS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE FOLLOWING:

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

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

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

4. **AWARD OF THE CONTRACT**

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

City of Midland

Amy Turner
City Secretary

Form Revised March 2021

SPECIAL PROVISIONS

ATTENTION: All Bidders are directed to pay special attention to the NOTICE TO BIDDERS section of the bid packet. The Coronavirus (COVID-19) pandemic has resulted in several changes to the City of Midland's normal bid process, and bidders have sole responsibility for complying with the current bid process requirements. Bidders also have sole responsibility for verifying that any bid submitted is completed correctly and includes all of the required documentation, including addendums.

*****************IMPORTANT SPECIAL NOTICE TO CONTRACTOR*****************

1. PROJECT FUNDING

If awarded the contract, COMPASS – Fort Worth Avenue, is being paid for through a Development Services – Community Development Department administered program on behalf of the City of Midland for being the recipients of HUD Community Development Block Grant Funds. As such, the Davis-Bacon Wage Rates, certified payroll forms and random on-site personnel interviews will apply to this portion of the work.

******************IMPORTANT SPECIAL NOTICE TO CONTRACTOR******************

2. SCOPE OF WORK:

Included in this Project will be _ COMPASS – Fort Worth Avenue _ to be performed as outlined in the Plans and Specifications, which are necessary to satisfactorily complete the work.

The project will include the removal, replacement, and installation of existing and proposed paving and concrete structures and appurtenances including all necessary mobilization, saw-cutting, pavement removal, milling, excavation, backfill, compaction, form work, pavement placement, inlay, sidewalk placement, joint sealing, as well as erosion control, traffic control, stabilization, utility cover adjustments, coordination with City of Midland staff and organizations such as TxDOT, OSHA, franchise utilities, etc. as needed, One Call (Texas 811) notifications for pending work, notifications to adjacent property owners as directed by City of Midland staff, and all other work to be performed as outlined in the Construction Drawings and Specifications, to satisfactorily complete the work.

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

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

3. ORDER OF PRECEDENCE:

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

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

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

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

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

4. EXAMINATION OF SITE:

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

5. PAYMENT:

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

Payment will be made for material installed, not for material delivery.

6. SAFETY REQUIREMENTS:

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

7. SAFETY RESTRICTIONS – WORK NEAR HIGH VOLTAGE LINES:

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

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

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

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

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

the line. The notifying department shall maintain an accurate log of all such calls to the Power Company, and shall record action taken in each case.

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

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

8. TRAFFIC CONTROL:

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

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

1. All temporary traffic control shall be in general conformance with the *Texas Manual on Uniform Traffic Control Devices* (TMUTCD) (latest edition as adopted by the Texas Department of Transportation), except as specifically directed by the City Engineer or City Traffic Engineer.
2. All temporary traffic control shall be designed, installed, and maintained by competent and qualified personnel with adequate experience in traffic control.
3. All temporary traffic control involving multiple lane closures or traffic shifts, full closures of collector or arterial streets, traffic control extending through a railroad crossing, or any setup reasonably determined by the City to be "complex", shall be implemented only by a contractor with specific experience and expertise in the field of traffic control (i.e., a qualified "barricade company").
4. A Traffic Control Plan (TCP) shall be submitted to the Engineering Services Department, Traffic Operations Division, in advance of any work in the right-of-way that impacts traffic. No work shall occur until an approved TCP has been returned to the Contractor.
5. A copy of the approved TCP shall be kept in the possession of the person responsible for supervising the traffic control at all times while working in the right-of-way. The approved TCP shall be presented to City staff or law enforcement upon demand at any time.
6. Depending on site conditions and the nature of the work, temporary traffic control may be approved by the City for either of the following:
    a. All Times – All traffic control, including closures, may remain in place 24 hours per day until expiration of the approved TCP.

b. Off-Peak Only – Lane or road closures are NOT permitted from 6:00-9:00 AM and 4:00-7:00 PM on weekdays (Monday through Friday). Other traffic control not related to lane or road closures may remain in place 24 hours per day until expiration of the approved TCP.

7. The contractor setting the temporary traffic control shall be responsible for the maintenance and upkeep of all signs, barricades, and other devices, at all times.
    a. All temporary traffic control setups shall be maintained at least one time per day, including weekends and holidays.
    b. More frequent maintenance shall be performed as needed, with particular emphasis to following up after severe weather events or during times of high winds.
    c. Maintenance shall include:
        i. Verifying and correcting the location and orientation of all signs, barricades, and other devices;
        ii. Keeping signs and reflective areas of barricades and other devices clean and free of dirt buildup so as to maintain appropriate visibility and legibility; and
        iii. Ensuring the proper location, orientation, and operation of arrow boards or message boards, if present.
8. Arrow boards shall be required for lane closures under the following conditions:
    a. On roadways with a posted speed limit of 55 MPH or greater, for closures lasting more than one (1) hour;
    b. On roadways with a posted speed limit of 45 MPH or greater, for closures lasting more than four (4) hours;
    c. On any roadway if lanes will remain open to traffic travelling in the same direction on both sides of a closed lane during any overnight hours (from 7:00 PM to 6:00 AM); and

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

9. DETOURS:

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

10. PROPERTY AND RIGHT-OF-WAY ACCESS:

Access to adjacent property must be maintained at all times unless otherwise directed by the Engineer. If the contractor will not be working in an area for a period of one week or more, special care is to be taken to address any unsafe conditions such as excavated areas or obstructions outside the worked area that could be tripping hazards, etc.

11. CONSTRUCTION SCHEDULE:

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

12. CONSTRUCTION STAKING:

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

13. SURVEY:

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

14. CONSTRUCTION MATERIALS:

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

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

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

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

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

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

15. EROSION CONTROL:

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

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

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

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

16. WASTE MATERIAL:

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

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

Existing fire hydrants indicated for removal as part of the project are to be returned to the City of Midland by the Contractor and remain City property. This is ancillary to the project and will not be paid as a separate item.

17. TESTING:

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

Required testing includes:

Concrete Pavement – A Slump Test is required for every cylinder set (3 test cylinders), and no less than 1 cylinder set per day when concrete is placed. Test results are to be given to the engineer upon completion of each test, with 1 cylinder set for:

A. Every 50 cubic yards of concrete placed for concrete pavement between street intersections.

B. Every 50 cubic yards of concrete placed for concrete pavement at a street intersection.

C. Every 2 sets of fillets and valley gutters at street approaches. (1 set = 2 fillets and 1 valley gutter)

D. Every 4 alley approaches or driveway approaches.

E. There will be no testing for curb, ramps, and sidewalks.

Asphalt Hot-Mix Pavement – A Nuclear Gauge Density Test is required for either each day that asphalt hot-mix is placed or for every 250 linear feet of asphalt hot-mix pass, whichever results in more frequent testing. The laboratory density limits will be a minimum limit of 96%, a maximum limit of 98%, and an optimum limit of 97%. The acceptable field density range for construction of this project is 93% - 98% with a target density of 95%. Test results are to be given to the Engineer upon completion of each test.

18. COMPLIANCE:

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

19. PERSONNEL:

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

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

20. INTENT OF THE PROPOSAL:

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

21. CONTRACT DEADLINE:

The deadline for substantial completion of this project is 60 calendar days total starting from the Notice to Proceed date.

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

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

22. WARRANTY PERIOD:

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

23. BID PACKET COMPLETION ITEMS OF NOTE:

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

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

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

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

PROPOSAL

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

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

Project Name: COMPASS – Fort Worth Avenue

Project Number: P18-08

Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	2 MO	Mobilization, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per month. (Pay Note M1)	$_____	$_____
2)	2 MO	Erosion/Sediment Control, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per month. (Pay Note M2)	$_____	$_____
3)	2 MO	Traffic Control, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per month. (Pay Note M3)	$_____	$_____
4)	2 MO	Job Site Safety, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per month. (Pay Note M4)	$_____	$_____
5)	N/A	Material Mark-up, complete and in place, for the sum of: _____ percent. (Pay Note M5)	%_____	$_N/A_____

Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
6)	N/A	Labor Mark-up (Regular Work Hours), complete and in place, for the sum of: _____ percent. (Pay Note M6)	%_____	$_N/A_____
7)	N/A	Equipment Rental Mark-up (Non-Standard Equipment Only), complete and in place, for the sum of: _____ percent. (Pay Note M7)	%_____	$_N/A_____
Total Miscellaneous Items 1-7		$_____		

Demolition Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	180 LF	Saw-Cutting, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note D1)	$_____	$_____
2)	2300 SY	Removal & Dispose of Existing Unclassified Pavement, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D2)	$_____	$_____
3)	90 SY	Removal & Disposal of Existing Miscellaneous Concrete, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D3)	$_____	$_____
4)	20 LF	Removal & Disposal of Existing Fence And Gate, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note D4)	$_____	$_____
Total Demolition Items 1-4		$_____		

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	2900 SY	Subgrade Preparation (Depth ≤ 8”), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P1)	$_____	$_____
2)	160 SY	6” Continuously Reinforced Concrete Flatwork, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P2)	$_____	$_____
3)	336 TON	2” Type D HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY @ 1” Thick), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per ton. (Pay Note P3)	$_____	$_____
4)	2900 SY	8” Flexible Base (Type A, Grade 4), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P4)	$_____	$_____
5)	580 GAL	Bituminous Prime Coat (MC-30 or AEP, 0.20 Gal / SY), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per gallon. (Pay Note P5)	$_____	$_____
6)	120 SY	6” Concrete Fillet, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P6)	$_____	$_____
7)	160 SY	6” Concrete Valley Gutter (W = 10’), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P7)	$_____	$_____

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
8)	130 SY	6" Concrete Alley Approach, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P8)	$_____	$_____
9)	60 SY	6" Residential Concrete Driveway Approach, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P9)	$_____	$_____
10)	11 SY	6" Commercial Concrete Driveway Approach, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P9)	$_____	$_____
11)	780 LF	Type A Concrete Curb & Gutter, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note P10)	$_____	$_____
12)	130 SY	Concrete Pedestrian Access Ramp, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P11)	$_____	$_____
13)	450 SY	4" Concrete Sidewalk, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P12)	$_____	$_____
14)	4 EA	Manhole Ring & Cover Adjustment, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note P13)	$_____	$_____

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
15)	5 EA	Water Valve Box Ring & Cover Adjustment, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note P13)	$_____	$_____
16)	2 EA	Meter Box Adjustment, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note P14)	$_____	$_____
Total Paving Items 1-16		$_____		

Price For:	
1. Miscellaneous Items	$_____
2. Demolition Items	$_____
3. Paving Items	$_____
Total Price	$_____

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

_____dollars

and _____ cents total.

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

Bidder agrees to substantially complete all work within __60___ calendar days after receipt of notice to proceed.

PUBLIC INFORMATION

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

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

_____dollars

and _____ cents total. ($_____)

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

Name of Contractor		
Submitted By	Print Name and Title	
Mailing Address		
City	State	Zip

PAY NOTES

COMPASS - Fort Worth Avenue

Bid Item		Pay Quantity Note
Miscellaneous Items		
1	Mobilization	M1
2	Erosion/Sediment Control	M2
3	Traffic Control	M3
4	Job Site Safety	M4
5	Material Mark-up	M5
6	Labor Mark-up	M6
7	Equipment Rental Markup	M7
Demolition Items		
1	Saw-Cutting	D1
2	Removal & Disposal of Existing Unclassified Pavement	D2
3	Removal & Disposal of Existing Miscellaneous Concrete	D3
4	Removal & Disposal of Existing [Cinderblock, Brick, Panel, Chain-Link, Barbe	D4
Paving Items		
1	Subgrade Preparation (Depth ≤ #")	P1
2	8" Continuously Reinforced Concrete Pavement	P2
3	2" Type D HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY @ 1" Thick)	P3
4	8" Flexible Base (Type A, Grade 4)	P4
5	Bituminous Prime Coat (MC-30 or AEP, 0.20 Gal / SY)	P5
6	6" Concrete Fillet	P6
7	6" Concrete Valley Gutter	P7
8	6" Concrete Alley Approach	P8
9	6" Residential Concrete Driveway Approach	P9
10	6" Commercial Concrete Driveway Approach	P9
11	Type A Concrete Curb & Gutter	P10
12	Concrete Pedestrian Access Ramp	P11
13	4" Concrete Sidewalk	P12
14	Manhole Ring & Cover Adjustment	P13
15	Water Valve Box Ring & Cover Adjustment	P13
16	Meter Box Adjustment	P14

PAY QUANTITY NOTES

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

M2 Includes the necessary equipment, labor, materials, and incidentals to implement the Erosion Control Plan per the construction drawings and City of Midland standards and specifications. Measurement and payment to be made per month.

M3 Includes the necessary equipment, labor, materials, and incidentals to implement the Traffic Control per the approved Traffic Control Plan. Any required traffic control devices are to meet the City of Midland Traffic Division Standards. Measurement and payment to be made per month.

M4 Includes the necessary equipment, labor, materials, and incidentals to implement Job Site Safety and to provide a safe work environment for the project work area (including all personal protection equipment, trench safety, etc.) per the construction drawings and in compliance with all applicable Federal, State, and Local requirements or regulations including those of OSHA and the City of Midland. JOB SITE SAFETY IS THE RESPONSABILITY OF THE CONTRACTOR. Measurement and payment to be made per month.

M5 Includes the Material Mark-up for materials and material sizes (pipe, valve, manhole, etc.) required to complete work for improvements not covered by the bid items listed in the Proposal for this project per the construction drawings and the City of Midland standards and specifications. Measurement and payment to be made per the cost of the material in question plus the set percent increase established by this bid item. The Contractor must provide a copy of the invoice for the material cost from the supplier to the Engineer of Record or the City of Midland designee before this bid item may be claimed for any material. This will be applied solely at the discretion of the Engineer of Record or the City of Midland designee.

M6 Includes the Labor Mark-up (Regular Work Hours) for labor required to complete work for improvements not covered by the bid items listed in the Proposal for this project per the construction drawings and the City of Midland standards and specifications. Measurement and payment to be made per the cost of labor in question plus the set percent increase established by this bid item. The Contractor must provide a typical hourly pay rate for work crews prior to the percent increase along with the number of workers on the crew and the number of hours worked by the crew for the project in question to the Engineer of Record or the City of Midland designee before this bid item may be claimed for any labor. This will be applied solely at the discretion of the Engineer of Record or the City of Midland designee.

M7 Includes the Equipment Rental Mark-up (non-standard equipment only) required to complete work for improvements not covered by the bid items listed in the Proposal for this project per the construction drawings and the City of Midland standards and specifications. Measurement and payment to be made per the cost of the equipment rental in question plus the set percent increase established by this bid item. The Contractor must provide a copy of the invoice for the rented equipment from the equipment supplier to the Engineer of Record or the City of Midland designee before this bid item may be claimed for any rented equipment. This will be applied solely at the discretion of the Engineer of Record or the City of Midland designee.

D1 Includes the necessary equipment, labor, materials, and incidentals for Saw-Cutting per the construction drawings and City of Midland standards and specifications, including all appurtenances. All saw-cut edges are to be full depth, cleanly cut, straight, and clearly defined edges free of breaks. Measurement and payment to be per each linear foot of saw-cut.

D2 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Unclassified Pavement per the construction drawings and City of Midland standards and specifications including all pavement removal, saw-cutting, and appurtenances. Depths given are approximate and pavement material is to be removed in its entirety. No additional compensation will be made for increased pavement depth removal. Measurement and payment to be made per square yard measured along the ground surface.

D3 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Miscellaneous Concrete per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

D4 Includes the necessary equipment, labor, materials, and incidentals to Remove & Dispose of Existing Fence And Gate per the construction drawings and City of Midland standards and specifications, including removal of all, columns, posts, foundations, anchors, gates, frames, and structures as well as all excavation, backfill, cutting, and appurtenances. Measurement and payment to be made per linear foot measures along the ground surface following the fence centerline through all structures and appurtenances.

P1 Includes the necessary equipment, labor, materials, and incidentals for Subgrade Preparation per the construction drawings and City of Midland standards and specifications, including all proof-rollling, sub-grade reworking, scarifying, compaction, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

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

P3 Includes the necessary equipment, labor, materials, and incidentals for the placement of Type "D" HMAC Asphalt Pavement Surface Course (PG 70-22, 110 LBS / SY at 1" thick) per the construction drawings and City of Midland standards and specifications, including all placement, compaction, and appurtenances. Measurement and payment to be made per ton of material placed.

P4 Includes the necessary equipment, labor, materials, and incidentals for placement of Flexible Base compacted to 95% Density, ASTM D1557, per the construction drawings and City of Midland standards and specifications including all placement, compaction, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P5 Includes the necessary equipment, labor, materials, and incidentals for application of Bituminous Prime Coat (MC-30, or AEP, 0.20 GAL / SY) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per gallon of material applied at the designated rate.

P6 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Fillet per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Curb section is formed and poured monolithically with fillet and is not a separate bid item. Measurement and payment to be made per square yard measured along the ground surface.

P7 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Valley Gutter per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P8 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Alley Approach per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Pedestrian access ramps at the alley approach are considered part of the approach and are not a separate bid item. Measurement and payment to be made per square yard measured along the ground surface.

P9 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Driveway Approach per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Pedestrian access ramps at the driveway approach are considered part of the approach and are not a separate bid item. Measurement and payment to be made per square yard measured along the ground surface.

P10 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Curb & Gutter per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, finishing, and appurtenances. Measurement and payment to be made per linear foot measured along the back-of-curb.

P11 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Pedestrian Access Ramp per the construction drawings and City of Midland standards and specifications, including all forming, reinforcement, placement, jointing, finishing, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P12 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Sidewalk per the construction drawings and City of Midland standards and specifications, including all forming, reinforcement, placement, jointing, finishing, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P13 Includes the necessary equipment, labor, materials, and incidentals for Ring & Cover Adjustment per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. This includes a minimum 1.0' wide concrete collar whose width is measured from the outer edge of the cover to the outer edge of the concrete ring. Measurement and payment to be made per each adjustment made.

P14 Includes the necessary equipment, labor, materials, and incidentals for Meter Box & Cover Adjustment per the construction drawings and City of Midland standards and specifications including all placement and appurtenances. Measurement and payment to be made per each adjustment made.

CONTRACT

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

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

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the first Part (OWNER), and under the conditions expressed in the bond bearing even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows: COMPASS – Fort Worth Avenue

_____ together with appurtenances and incidentals.

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

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

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

The SUM TOTAL of this Contract shall be: _____.

INSURANCE

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

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

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

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

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

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

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

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

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

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

WAIVER OF ATTORNEY FEES

WAIVER OF ATTORNEY FEES: BY EXECUTING THIS CONTRACT, CONTRACTOR AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE OWNER, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE CONTRACT. THE CONTRACTOR SPECIFICALLY AGREES THAT IF THE CONTRACTOR BRINGS OR COMMENCES

ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET. SEQ., AS AMEDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE CONTRACTOR AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH CONTRACTOR MIGHT OTHERWISE BE ENTITLED.

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

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

SOVEREIGN IMMUNITY

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

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

GOVERNING LAW AND VENUE

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

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

VERIFICATION

To the extent that Section 2271.002 of the Texas Government Code applies to this Contract, Contractor hereby verifies that Contractor does not boycott Israel and will not boycott Israel during the term of this Contract. If Section 2271.002 of the Texas Government Code does not apply to this Contract, such verification is not required, and Contractor shall be deemed to have not made such verification.

RECORDS RETENTION AND PRODUCTION OF INFORMATION

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

PUBLIC INFORMATION

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

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

Parties of the First Part (Owner)

By: _____
Patrick Payton, Mayor

ATTEST:

_____
Amy Turner, City Secretary

APPROVED ONLY AS TO FORM:

By: _____
John Ohnemiller, City Attorney

By: _____
Party of the Second Part (CONTRACTOR)

By: _____
Title

THE STATE OF _____ §

COUNTY OF _____ §

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

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

_____
Notary Public

Form Revised March 2021

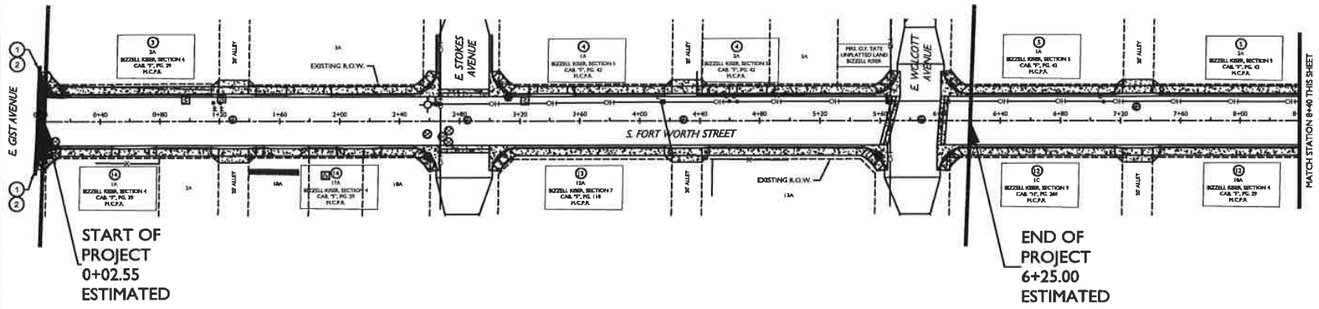
SUMMARY OF ROADWAY ITEMS											
	STATION TO STATION	SAWCUT	REMOVE ASPHALT PAVEMENT (2"-3")	REMOVE CONCRETE STRUCTURES	REMOVE FENCE	ASPHALT PVMT TY D (PG70-22) 2" (APPROX.)	* PRIME COAT (MC-30 OR AEP)	PREPARING OF SUBGRADE (H ≤ 8")	8" FLEXIBLE COMPACTED BASE (TY A) (GR 4)	CONCRETE FLATWORK	CONCRETE FILLET (H = 6")
UNIT		LF	SY	SY	LF	TON	GAL	SY	SY	SY	SY
RATE						220 LBS/SY	0.2 GAL/SY				
C205	0+00 TO 3+90	107	1321	38	20	195	354	1768	1768	156	50
C206	3+90 TO 6+54	66	971	50	0	141	220	1100	1100	0	50
TOTAL=		173	2293	88	20	336	574	2868	2868	156	100
* QUANTITIES SHOWN FOR MC-30											

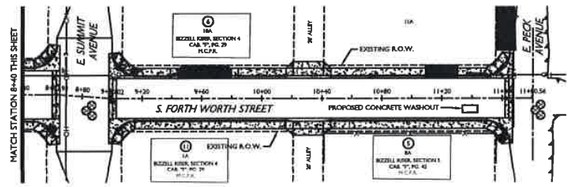
SUMMARY OF ROADWAY ITEMS												
	STATION TO STATION	CONCRETE VALLEY GUTTER (W = 10')	CONCRETE RESIDENTIAL DRIVEWAY APPROACH	CONCRETE COMMERCIAL DRIVEWAY APPROACH	CONCRETE ALLEY APPROACH	CONCRETE SIDEWALK (4")	CURB RAMP TY 4	TY A STD CURB AND GUTTER (6")	ADJUST WATER VALVE	RELOCATE GAS METER	ADJUST WATER METER & MTR. BOXES	ADJUST SW AND WW MANHOLE
UNIT		SY	SY	SY	SY	SY	EA	LF	EA	EA	EA	EA
C205	0+00 TO 3+90	73	44	11	62	265	4	478	5	1	1	2
C206	3+90 TO 6+54	73	11	0	62	178	4	302	0	0	0	2
TOTAL=		147	56	11	124	443	8	780	5	1	1	4

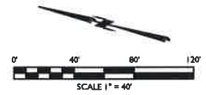
Matt Carr, P.E.
3/25/21

811 Know what's below. Call before you dig.

| Description | | | | | | | | | | | |







LEGEND

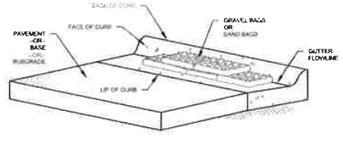
- DENOTES EXISTING CLEAN OUT
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING SEWER MANHOLE
- DENOTES EXISTING SURROUNDING PROPERTY
- DENOTES EXISTING EDGE OF PAVEMENT
- DENOTES EXISTING OVERHEAD ELECTRIC LINE

PERMANENT BMP CONSTRUCTION NOTES:

1. WHEN CONTRACTOR IS GOING TO BE AWAY FROM SITE FOR MORE THAN 48 HOURS, GRAVEL BAGS ARE TO BE INSTALLED AT THE NEAREST DOWNSTREAM INTERSECTION FROM ANY UNCOMPACTED, UNSTABILIZED TRENCHES.
2. PRIOR TO ANY ANTICIPATED RAIN EVENT, GRAVELS BAGS ARE TO BE INSTALLED AT THE NEAREST DOWNSTREAM INTERSECTION FROM ANY UNCOMPACTED, UNSTABILIZED TRENCHES. REMOVAL OF SEDIMENT FROM GUTTERS IS TO BE DONE AFTER EVERY RAIN EVENT, OR MORE OFTEN IF DEEMED NECESSARY BY CONTRACTOR, INSPECTOR, OR ENGINEER.

GENERAL NOTES:

1. THE EROSION CONTROL PLAN SHOULD ADDRESS THREE GOALS: 1-DIVERT WATER FROM UPSLOPE AREAS AROUND DISTURBED AREAS OF THE SITE; 2-LIMIT THE EXPOSURE OF DISTURBED AREAS TO THE SHORTEST DURATION POSSIBLE; AND 3-REMOVE OF SEDIMENT FROM STORM WATER BEFORE IT LEAVES THE SITE.
2. THE CONTRACTOR SHALL MAKE THE EROSION CONTROL PLAN AVAILABLE, UPON REQUEST, TO THE TCEQ.
3. THE CONTRACTOR MUST AMEND THE EROSION CONTROL PLAN WHENEVER THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE OF THE PLAN, OR WHEN THE EXISTING PLAN PROVES INEFFECTIVE. MODIFICATIONS INCLUDING DESIGN AND ALL ADDITIONAL MATERIALS AND WORK SHALL BE ACCOMPLISHED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER. NO CHANGE TO EROSION CONTROL MEASURES SHOWN ON THESE PLANS AND SPECIFICATIONS SHALL BE MADE WITHOUT CONSENT OF OWNER AND ENGINEER.
4. STABILIZATION MEASURES ARE TO BE INSPECTED AT A MINIMUM OF ONCE EVERY 7 DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN 0.5 INCH. REPAIRS AND INADEQUACIES REVEALED BY THE INSPECTION MUST BE IMPLEMENTED WITHIN 7 CALENDAR DAYS FOLLOWING THE INSPECTION.
5. THE CONTRACTOR SHALL ADOPT APPROPRIATE CONSTRUCTION SITE MANAGEMENT PRACTICES TO PREVENT THE DISCHARGE OF OILS, GREASE, PAINTS, GASOLINE, AND OTHER POLLUTANTS TO STORM WATER. APPROPRIATE PRACTICES CAN INCLUDE; DESIGNATING AREAS FOR EQUIPMENT MAINTENANCE AND REPAIR, REGULAR COLLECTION OF WASTES, CONVENIENTLY LOCATED WASTE RECEPTACLES, AND DESIGNATING AND CONTROLLING EQUIPMENT WASHING.
6. THE CONTRACTOR SHALL AMEND OR MODIFY THIS PLAN AS REQUIRED BY CONSTRUCTION MEANS, METHODS AND SEQUENCE. MODIFICATIONS SHALL NOT COMPROMISE THE INTENT OF THE REQUIREMENTS OF THE LAW AND THIS PLAN. MODIFICATIONS SHALL NOT BE BASS FOR ADDITIONAL COST TO THE OWNER.
7. AREAS OF CONSTRUCTION ELSEWHERE OF THE JOB SITE SHALL CONFORM TO THE DETAILS SHOWN ON THE PLANS.
8. GUTTERS ARE TO BE KEPT CLEAN OF CONSTRUCTION MATERIALS AND SPOILS.
9. BORROW AREAS, IF EXCAVATED, SHALL BE PROTECTED AND STABILIZED UTILIZING THE PLAN DETAILS. ALL WORK SHALL CONFORM TO GOVERNMENTAL REQUIREMENTS AND BECOME PART OF THE STORM WATER POLLUTION PREVENTION PLAN. THIS WORK SHALL BE DONE BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER.
10. ALL NON-PAVED AREAS SHALL BE MULCHED AND SEEDED WITH EROSION PROTECTION IMMEDIATELY UPON COMPLETION OF FINAL GRADING. THIS INCLUDES ALL DITCHES AND EMBANKMENTS. THE CONTRACTOR SHALL MAINTAIN THE FINAL GRADING AND KEEP SEEDED AREAS WATERED UNTIL FULLY ESTABLISHED AND ACCEPTED BY OWNER. EROSION PROTECTION SHALL BE CONSTRUCTED AS DETAILED ON THIS SHEET.
11. THE CONTRACTOR SHALL DESIGNATE MATERIAL AND EQUIPMENT STORAGE AREAS MUTUALLY AGREED TO BY THE OWNER. THE STORAGE AREAS SHALL BE GRADED FOR POSITIVE DRAINAGE AND THE SURFACE STABILIZED WITH A MINIMUM OF 2 INCHES OF CRUSHED ROCK OR GRAVEL. REINFORCED FILTER BARRIER SHALL BE INSTALLED AROUND THE STORAGE AREAS TO PREVENT ANY EROSION FROM LEAVING THE SITE.



NOTES:

1. FILL BAGS TO 60% CAPACITY WITH EITHER CLEAN GRAVEL OR CLEAN SAND.
2. GRAVEL TO BE NO LESS THAN 1" DIAMETER OR GREATER THAN 2" DIAMETER.
3. PLACE BAGS WITH BAG OPENINGS SECURED AND FACE UP, AND SO THAT EACH BAG IS FLAT AND HAS THE GREATEST POSSIBLE SURFACE AREA CONTACT WITH THE CURB.
4. PLACE BAGS AGAINST THE FACE-OF-CURB AND DO NOT PLACE BAGS BEYOND THE LIP-OF-CURB.
5. DO NOT BLOCK ADA RAMPS OR WALKWAYS WITH BAGS.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

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

GRAVEL BAG INSTALLATION NOTES:

1. GRAVEL BURLAP BAGS SHALL BE PLACED ALONG CURB AND GUTTER SYSTEM TO PREVENT SEDIMENT FROM MOVING INTO THE DRAW.
2. SUFFICIENT SPACE SHALL BE PROVIDED UPSLOPE FROM BAGS SO THAT PONDING CAN OCCUR.
3. BAGS SHALL BE PLACED FLAT SO THAT THE MAXIMUM POSSIBLE AREA IS IN CONTACT WITH THE GROUND.
4. BAGS SHALL BE REPLACED ONCE EVERY THREE MONTHS, OR MORE OFTEN IF DEEMED NECESSARY BY THE CONTRACTOR, INSPECTOR OF ENGINEER.
5. BAG INSPECTIONS FOR RIPS, TEARS, LEAKS, AND OTHER DAMAGE ARE TO BE CONDUCTED AFTER EVERY RAIN EVENT. THE RESULTS OF THESE INSPECTIONS ARE TO BE DOCUMENTED IN THE SWPPP INSPECTION REPORT.
6. BAG OPENINGS SHALL FACE UP SO THAT THEY ARE ONT IN CONTACT WITH THE GROUND.
7. BAGS SHALL BE FILLED TO 60 PERCENT MAXIMUM CAPACITY WITH 80 PERCENT OR MORE OF THE AGGREGATE BETWEEN THE No. 4 SIEVE AND 3 INCHES IN SIZE.

NOTE:

CARE SHOULD BE TAKEN TO AVOID PLACING LARGE QUANTITIES OF SPOILS ON THE ROAD AND OTHER EXCAVATED AREAS. THE AREAS BEING EXCAVATED SHOULD REMAIN CLEAN TO THE MAXIMUM EXTENT PRACTICABLE.

Matt Carr, P.E. 3/25/21

STATE OF TEXAS — MATT C. CARR — 71153 — LICENSED PROFESSIONAL ENGINEER

STATE OF TEXAS — ANDREW L. MELLEN — 108572 — REGISTERED — 12/7/2020

MAVERICK ENGINEERING
1909 West Wall Street, Suite "K"
Midland, Texas 79701
FIRM: F-15089
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

NO.	REVISIONS	BY	APPR.	DATE
1				

DRAWN BY: MAL
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 12/7/2020
JOB: 15-0002

S. FORTH WORTH STREET
EROSION CONTROL PLAN
COMPASS
CITY OF MIDLAND, TEXAS

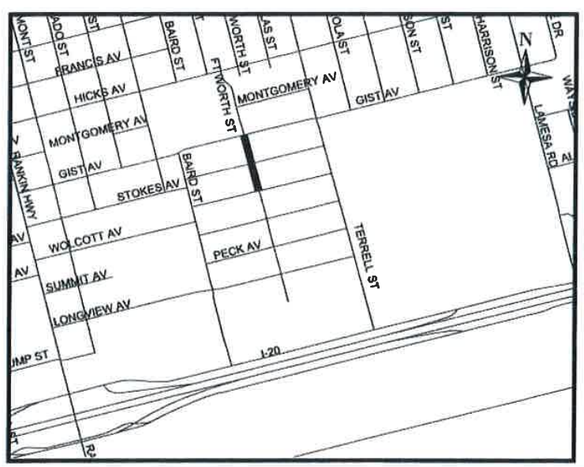
SHEET **C403**

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P:\ENGINEERING JOBS\ENGINEERING PROJECTS\2015\15-0002 COMPASS - FT. WORTH & MONTEREY\01 - BASIS\2 DWG\PLAN\1-15-0002 C-403 FORT WORTH EROSION CONTROL PLAN.DWG

MIDLAND
Engineering Services

SHEET INDEX	
SHEET	DESCRIPTION
C-100	COVER
C-101	QUANTITY SHEET
C-205	FORT WORTH STREET
C-206	FORT WORTH STREET
C-300	PAVING DETAILS
C-301	PAVING DETAILS
C-302	PAVING DETAILS
C-303	PAVING DETAILS
C-304	PAVING DETAILS
C-403	EROSION CONTROL PLAN

CITY OF MIDLAND PAVING: ALLEYS, STREET, AND SIDEWALKS FORT WORTH STREET FROM GIST AVENUE TO WOLCOTT AVENUE PROJECT NUMBER: P18-08



MAYOR

PATRICK PAYTON

COUNCIL MEMBERS

SCOTT DUFFORD	DISTRICT 1
JOHN NORMAN	DISTRICT 2
JACK LADD	DISTRICT 3
LORI BLONG	DISTRICT 4
MICHAEL TROST	AT LARGE
SPENCER ROBNETT	AT LARGE

INTERIM CITY MANAGER
ROBERT PATRICK

ENGINEERING SERVICES DIRECTOR
JOSE E. ORTIZ

CITY ENGINEER
MATT C. CARR, P.E.
OFFICE: (432) 685-7286

CITY OF MIDLAND, 300 N. LORAINE ST., MIDLAND, TX 79702

CONTRACTOR _____

DATE WORK BEGAN _____

DATE WORK COMPLETED _____

DATE WORK ACCEPTED _____

FINAL CONTRACT COST _____

Andrew L. Hollan Jr. — ENGINEER — 3-1-2021 — SUBMITTED

Matt Carr — CITY ENGINEER — 3/2/21 — RECOMMENDED

ENGINEERING SERVICE DIRECTOR — 3/2/21 — RECOMMENDED

Matt Carr 2/26/2021

STATE OF TEXAS — MATT C. CARR — 71153 — LICENSED PROFESSIONAL ENGINEER

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DRAWN:	DPM
CHECKED:	MCC
APPROVED:	MCC
VERT. SCALE:	
HORIZ. SCALE:	
PROJECT NO.:	P18-08
DATE:	02/26/2021

Rev No.	Date	By	Description

COVER SHEET

COMPASS
CITY OF MIDLAND, TEXAS

C100

SUMMARY OF ROADWAY ITEMS											
	STATION TO STATION	SAWCUT	REMOVE ASPHALT PAVEMENT (2"-3")	REMOVE CONCRETE STRUCTURES	REMOVE FENCE	ASPHALT PVMT TY D (PG70-22) 2" (APPROX.)	* PRIME COAT (MC-30 OR AEP)	PREPARING OF SUBGRADE (H ≤ 8")	8" FLEXIBLE COMPACTED BASE (TY A) (GR 4)	CONCRETE FLATWORK	CONCRETE FILLET (H = 6")
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UNIT		SY	SY	SY	SY	SY	EA	LF	EA	EA	EA	EA
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C206	3+90 TO 6+54	73	11	0	62	178	4	302	0	0	0	2
TOTAL=		147	56	11	124	443	8	780	5	1	1	4

Matt Carr, P.E.
3/25/21

811 Know what's below. Call before you dig.

| Description | | | | | | | | | | | |

ENGINEER'S NOTES

1. THESE PLANS ARE NOT TO BE USED FOR CONSTRUCTION PURPOSES UNLESS THE APPROVAL BLOCK HAS BEEN SIGNED BY THE APPROPRIATE AGENCIES. ALL WORK SHALL CONFORM TO THE CURRENT CITY OF MIDLAND SPECIFICATIONS AND STANDARD DETAILS TOGETHER WITH THE SUPPLEMENT OF THE APPROPRIATE AGENCY.

2. A THOROUGH ATTEMPT HAS BEEN MADE TO SHOW THE LOCATIONS OF ALL UNDERGROUND OBSTRUCTIONS AND UTILITY LINES IN THE WORK AREA. HOWEVER, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO OBSTRUCTIONS AND UTILITY LINES ENCOUNTERED DURING CONSTRUCTION AND SHALL VERIFY THE EXACT LOCATION OF UTILITIES IN THE AREA.

3. THE ENGINEER MAKES NO REPRESENTATION OR GUARANTEE REGARDING EARTHWORK QUANTITIES OR THAT THE EARTHWORK FOR THIS PROJECT WILL BALANCE DUE TO THE VARYING FIELD CONDITIONS, CHANGING SOIL TYPES, ALLOWABLE CONSTRUCTION TOLERANCES, AND CONSTRUCTION METHODS THAT ARE BEYOND THE CONTROL OF THE ENGINEER.

4. PRIOR TO BIDDING THE WORK, THE CONTRACTOR SHALL THOROUGHLY SATISFY HIMSELF AS TO THE ACTUAL CONDITIONS AND EARTHWORK QUANTITIES, IF ANY. NO CLAIM SHALL BE MADE AGAINST THE OWNER/DEVELOPER OR ENGINEER FOR ANY EXCESS OR DEFICIENCY THEREIN ACTUAL OR RELATIVE.

5. THE ENGINEER WILL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES OR PROCEDURES OR FOR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK, AND HE WILL NOT BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

6. CONTRACTOR IS RESPONSIBLE FOR SURVEY VERIFICATION OF EXISTING HORIZONTAL AND VERTICAL CONDITIONS PRIOR TO START OF CONSTRUCTION. A DEVIATION IN EXISTING CONDITIONS MUST BE BROUGHT TO THE ATTENTION OF CITY OF MIDLAND ENGINEERING BEFORE CONSTRUCTION STARTS. CITY OF MIDLAND WILL NOT BE RESPONSIBLE FOR REMOVAL, REPLACEMENT, OR OTHER MODIFICATIONS THAT MAY BE REQUIRED AS A RESULT OF EXISTING CONDITIONS NOT PROPERLY VERIFIED AND CONFIRMED. SHOULD AN ERROR BE FOUND IN THE HORIZONTAL & VERTICAL CONDITIONS, CITY OF MIDLAND WILL BE NOTIFIED AND CONSTRUCTION WILL NOT PROCEED UNTIL REVISIONS AND/OR MODIFICATIONS HAVE BEEN PREPARED AND SUBMITTED BY MAVERICK ENGINEERING.

7. THIS PLAN HEREBY ADOPTS THE CITY OF MIDLAND STANDARD CONSTRUCTION DRAWINGS AND SPECIFICATIONS (MOST RECENT RELEASE AT TIME PLANS ARE RELEASED FOR BID) AS AN INTEGRAL PART OF THIS PLAN SET. CITY STANDARDS ARE AVAILABLE AT HTTP://WWW.MIDLANDTEXAS.GOV/DOCUMENTCENTER UNDER THE ENGINEERING TAB. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND BECOMING FAMILIAR WITH THESE STANDARDS. ALL WORK SHALL COMPLY WITH CITY OF MIDLAND STANDARDS AS A MINIMUM. IF SPECIFIED MATERIALS ARE UNAVAILABLE, SUBSTITUTIONS MAY BE CONSIDERED BY CITY OF MIDLAND ENGINEERING AT THEIR DISCRETION. QUANTITIES, MEASUREMENT, PAYMENT AND ALL BID RELATED MATTERS SHALL BE AS SPECIFIED IN THE BIDDING DOCUMENTS RELEASED BY CITY OF MIDLAND ENGINEERING.

GENERAL REQUIREMENTS AND COVENANTS

RESTRICT STORAGE OF EQUIPMENT AND MATERIALS TO APPROVED AREAS.

PROPERLY DISPOSE OF ANY WASTE GENERATED FROM SERVICING EQUIPMENT ON THE PROJECT.

DIRECT ATTENTION TO THE PRESENCE OF EXISTING UTILITIES (PUBLIC AND PRIVATE) THROUGHOUT THE PROJECT, AND PRIOR TO ANY EXCAVATION, INVESTIGATE TO DETERMINE UTILITY LOCATIONS WITHIN THE PROJECT RIGHT-OF-WAY. EXERCISE CAUTION WHERE INVESTIGATIONS HAVE DETERMINED THAT UTILITIES EXIST.

THE FOLLOWING PORTIONS OF THE PLANS MAY AFFECT THE CONTRACTOR'S PLANNED CONSTRUCTION SEQUENCING. DIRECT ATTENTION TO THE APPROPRIATE PLAN SHEET OR STANDARD SHEET.

-TRAFFIC CONTROL PLAN
-STORM WATER POLLUTION PREVENTION PLAN

MAINTAIN INGRESS AND EGRESS TO SIDE STREETS AND PRIVATE PROPERTY AT ALL TIMES. INSTALL TEMPORARY CLOSURES ONLY IF DIRECTED BY THE ENGINEER.

PREPARATION OF RIGHT OF WAY

SAW CUT AND REMOVE EXISTING ASPHALTIC PAVEMENT BY A METHOD APPROVED BY THE ENGINEER.

EXCAVATION

IN ALL EXCAVATED AREAS, BROOM THE EXISTING BASE OR SUBGRADE TO REMOVE ANY LOOSE MATERIAL. THIS WORK IS CONSIDERED SUBSIDIARY TO THIS ITEM.

BEFORE EXCAVATION AND EMBANKMENT OPERATIONS BEGIN, WINDROW ALL TOPSOIL (APPROX. 4 INCHES) TO BE REUSED ON SIDE SLOPES OR BEHIND THE PROPOSED CURB AND GUTTER. THIS WORK IS SUBSIDIARY TO "EXCAVATION" AND "EMBANKMENT".

EMBANKMENT

FOR ALL MATERIAL WITH A PLASTICITY INDEX OF LESS THAN 20, USE TEST METHOD TEX-113-E IN LIEU OF TEST METHOD TEX-114-E FOR DETERMINING THE PERCENT OF DENSITY.

MATERIAL QUALITY TEST REQUIREMENTS WILL BE WAIVED FOR MATERIAL EXCAVATED FROM THE RIGHT OF WAY ON THIS PROJECT, SCREENED, AND UTILIZED IN EMBANKMENT AS APPROVED BY THE ENGINEER.

BLADING

PRESERVE THE TOP 4" OF TOPSOIL OUTSIDE OF THE WORK AREA. PRESERVE THIS MATERIAL IN WINDROWS UNTIL TOPSOIL CAN BE REPLACED AND SEEDED TO STABILIZE ALL EXPOSED TERRAIN.

FLEXIBLE BASE

ENSURE FLEXIBLE BASE GRADATION MEETS THE GRADATION OF THE CITY OF MIDLAND STANDARD SPECIFICATION, GRADE 3. TRIAXIAL CLASSIFICATION TESTING IS WAIVED. IN LIEU OF TRIAXIAL TESTING, THE MAXIMUM INCREASE IN MATERIAL PASSING THE NUMBER 40 SIEVE RESULTING FROM THE WET BALL MILL TEST SHALL NOT EXCEED 20%.

THE ESTIMATED QUANTITY OF FLEXIBLE BASE IS FOR THE ROADWAYS AS WELL AS INTERSECTING STREETS AND DRIVEWAYS. THE MEASURED AREA FOR PAYMENT WILL BE THE CROWN WIDTH ONLY. THE SIDE SLOPE TAPERS ARE NOT INCLUDED IN THE MEASUREMENTS FOR THE FLEXIBLE BASE BUT ARE CONSIDERED SUBSIDIARY TO THIS ITEM.

ASSUME RESPONSIBILITY FOR THE DISPOSAL OF ALL BOULDERS NOT FRACTURED DURING ORDINARY ROLLING METHODS AND THOSE TOO LARGE TO BE INCORPORATED INTO THE SUBGRADE COURSE AS APPROVED.

DETERMINE THE MOISTURE CONTENT OF THE MATERIAL IN ACCORDANCE WITH TEX-115-E OR TEX-103-E AS DIRECTED BY THE ENGINEER.

UNLESS OTHERWISE DIRECTED BY THE ENGINEER, CURE FLEX BASE FOR AT LEAST 48 HOURS BEFORE PLACING ASPHALT PAVING.

HOT MIX ASPHALT

BINDER:

PROVIDE A BINDER WITH A PERFORMANCE GRADE OF 64-22 (PG 64-22) FOR THE TYPE C MIX.

PROVIDE A BINDER WITH A PERFORMANCE GRADE OF 70-22 (PG 64-22) FOR THE TYPE D MIX.

AGGREGATE QUALITY:

FURNISH SURFACE AGGREGATE CLASS "B" FOR THE TYPE D MIX.

MIXTURE DESIGN:

DESIGN A MIXTURE WITH A GRADATION THAT HAS STONE ON STONE CONTACT AND PASSES BELOW THE REFERENCE ZONE.

TEST METHOD TEX-530-C (BOIL TEST) WILL NOT BE REQUIRED.

PLACEMENT:

SEMI-TRAILER TYPE VEHICLES ARE SPECIFICALLY PROHIBITED FROM DUMPING DIRECTLY INTO THE FINISHING MACHINE FOR THE FINISHED SURFACE. THIS TYPE OF HAUL TRUCK WILL BE ALLOWED TO UNLOAD INTO THE FINISHING MACHINE IF THE TRAILER IS EQUIPPED WITH AN AUGER SLATTED CHAIN OR ANOTHER APPROVED CONVEYOR.

PLACE MIXTURE WHEN THE ROADWAY SURFACE TEMPERATURE IS 60 DEGREES FAHRENHEIT OR HIGHER, UNLESS OTHERWISE APPROVED BY THE ENGINEER. MEASURE THE ROADWAY SURFACE TEMPERATURE WITH A HANDHELD INFRARED THERMOMETER. UNLESS OTHERWISE SHOWN ON THE PLANS, PLACE MIXTURES ONLY WHEN WEATHER CONDITIONS AND MOISTURE CONDITIONS OF THE ROADWAY SURFACE ARE SUITABLE IN THE OPINION OF THE ENGINEER. ENSURE THE MINIMUM PLACEMENT TEMPATURE (BEFORE ENTERING PAVER) IS 260 DEGREES FAHRENHEIT.

THE ACCEPTABLE ASPHALT HOT MIX LABORATORY DENSITY RANGE IS FROM 96% - 98% WITH A TARGET DENSITY OF 97%. THE ACCEPTABLE FIELD DENSITY RANGE FOR CONSTRUCTION OF THIS PROJECT SHALL BE 93% - 98% WITH A TARGET DENSITY OF 96.5%.

A NUCLEAR GAGE DENSITY TEST WILL BE REQUIRED FOR EVERY 250 LINEAR FEET OF ASPHALT PASS.

CONCRETE

FURNISH CITY OF MIDLAND TYPE A CONCRETE.

USE FIBER REINFORCING FOR ALL CONCRETE: CURB AND GUTTER, SIDEWALK, RAMPS, VALLEY GUTTERS, AND FILLETS.

ALL PLANTS AND TRUCKS WILL BE INSPECTED AND APPROVED BY THE ENGINEER IN LIEU OF THE NRMCA OR NON-DEPARTMENT ENGINEER SEALED CERTIFICATIONS.

APPROVAL OF PLANTS AND TRUCKS IS THE SAME USED FOR NRMCA CERTIFICATION.

BARRICADES, SIGNS, AND TRAFFIC HANDLING

STOP EQUIPMENT FOR TRAFFIC WHEN CROSSING ANY TRAFFIC LANES. FURNISH FLAGGERS TO WARN EQUIPMENT OPERATORS OF APPROACHING TRAFFIC, UNLESS OTHERWISE DIRECTED.

RELOCATE OR REMOVE TEMPORARY SIGNS AS NECESSARY. THIS WORK IS CONSIDERED SUBSIDIARY TO VARIOUS BID ITEMS.

KEEP ALL BARRICADES AND CONSTRUCTION SIGNS UP AND IN PLACE UNTIL PARTIAL ACCEPTANCE IS COMPLETE.

PLACE ORANGE FENCING AROUND SIDEWALK, WHEELCHAIR RAMPS AND OTHER PEDESTRIAN AREAS THAT POSE A HAZARD TO PEDESTRIAN TRAFFIC AS DIRECTED.

USE TEMPORARY TRAFFIC CONTROL (TTC) FOR THIS PROJECT AS DETAILED ON THE LATEST TxDOT BC STANDARD PLAN SHEETS, AND WZ (BTS-1 AND BTS-2)-13, AS PROVIDED FOR IN PART VI OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

IN ADDITION TO THE TTC AND THE LATEST WZ STANDARD PLAN SHEETS, INSTALL BARRICADES AND WARNING SIGNS, AS APPROPRIATE, TO ADEQUATELY WARN MOTORISTS. PERMANENT SIGNS MAY BE INSTALLED WHEN CONSTRUCTION IN AN AREA IS COMPLETE AND THEY WILL NOT BE IN CONFLICT WITH THE TRAFFIC CONTROL PLAN FOR THE REMAINDER OF THE JOB.

EXISTING SIGNS ARE TO REMAIN AS LONG AS THEY DO NOT INTERFERE WITH CONSTRUCTION AND THEY DO NOT CONFLICT WITH THE TRAFFIC CONTROL PLAN.

WHEN TRAFFIC IS OBSTRUCTED, ARRANGE WARNING DEVICES IN ACCORDANCE WITH ARRANGEMENTS INDICATED IN THE LATEST EDITION OF THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES." WHEN ADVANCED WARNING FLASHING ARROW PANELS AND/OR CHANGEABLE MESSAGE SIGN IS SPECIFIED, HAVE ONE STANDBY UNIT IN GOOD CONDITION AT THE JOB SITE.

COVER OR REMOVE ANY WORK ZONE SIGNS WHEN WORK OR CONDITION REFERENCED IS NOT OCCURRING.

NO WORK WILL BE PERMITTED TO COMMENCE ON THE ROAD BEFORE SUNRISE AND SHALL BE ARRANGED SO THAT ALL MACHINERY AND/OR EQUIPMENT SHALL BE AWAY FROM THE ROADWAY NEAR THE R.O.W. LINE AFTER SUNSET. ANY OPERATIONS REQUIRING LANE CLOSURES SHALL NOT BEGIN BEFORE 9:00 A.M. OR CONTINUE PAST 4:00 P.M.

DO NOT PLACE BARRICADES, SIGNS, OR ANY OTHER TRAFFIC CONTROL DEVICES WHERE THEY INTERFERE WITH SIGHT DISTANCE AT DRIVEWAYS OR SIDE STREETS. PROVIDE ACCESS TO ALL DRIVEWAYS DURING ALL PHASES OF CONSTRUCTION. ATTENTION IS CALLED TO THE FACT THAT ALL LOCATIONS USED FOR STORING CONSTRUCTION EQUIPMENT, AND MATERIALS OF ANY TYPE WITHIN THE RIGHT OF WAY SHALL BE APPROVED BY THE ENGINEER.

USE OF THE RIGHT OF WAY FOR THESE PURPOSES WILL BE RESTRICTED TO THOSE LOCATIONS WHERE DRIVER SIGHT DISTANCE TO BUSINESSES AND SIDE STREET INTERSECTIONS IS NOT OBSTRUCTED AND AT OTHER LOCATIONS WHERE AN UNSIGHTLY APPEARANCE, AS DETERMINED BY THE ENGINEER, WILL NOT EXIST.

TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS

THE TOTAL DISTURBED AREA FOR THIS PROJECT IS APPROXIMATELY 4.27 ACRES.

REMOVE ANY OBSTRUCTIONS TO EXISTING DRAINAGE DUE TO THE CONTRACTOR'S OPERATIONS AS REQUIRED, AT THE CONTRACTORS EXPENSE.

THE DISTURBED AREA IN THIS PROJECT, ALL PROJECT LOCATIONS IN THE CONTRACT, AND CONTRACTOR PROJECT SPECIFIC LOCATIONS (PSLS), WITHIN 1 MILE OF THE PROJECT LIMITS, FOR THE CONTRACT WILL FURTHER ESTABLISH THE AUTHORIZATION REQUIREMENTS FOR STORM WATER DISCHARGES.

IF REQUIRED, THE CITY WILL OBTAIN AN AUTHORIZATION TO DISCHARGE STORM WATER FROM THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) FOR THE CONSTRUCTION ACTIVITIES SHOWN ON THE PLANS. THE CONTRACTOR IS TO OBTAIN ANY REQUIRED AUTHORIZATION FROM THE TCEQ FOR ANY CONTRACTOR PSLS FOR CONSTRUCTION SUPPORT ACTIVITIES ON OR OFF THE RIGHT OF WAY.

WHEN THE TOTAL AREA DISTURBED FOR ALL PROJECTS IN THE CONTRACT AND PSLS WITHIN 1 MILE OF THE PROJECT LIMITS EXCEEDS 5 ACRES, PROVIDE A COPY OF THE CONTRACTOR NOI FOR PSLS ON THE RIGHT OF WAY, TO THE CITY AS THE MS4 OPERATOR.

UPON ACCEPTANCE OF THE PROJECT, ALL SWP3 DEVICES NOT REMOVED, AS AUTHORIZED BY THE ENGINEER, WILL BECOME PROPERTY OF THE CITY OF MIDLAND AND MAINTENANCE RESPONSIBILITY IS TRANSFERRED TO THE CITY OF MIDLAND UNTIL FINAL STABILIZATION IS ATTAINED.

CONCRETE CURB, GUTTER, AND COMBINED CURB AND GUTTER

USE AND PLACE APPROVED EXPANSION JOINT MATERIAL BETWEEN THE EXISTING CURB AND THE PROPOSED CURB AND AT LEAST EVERY 100 FEET IN THE PROPOSED CURB SECTIONS.

USE POLYPROPYLENE FIBER REINFORCING WHEN REQUIRED AT A RATE OF 1.5 LBS/CY IN LIEU OF WIRE REINFORCING.

AFTER CONSTRUCTION, RESTORE THE ADJACENT SURFACE TO A CONDITION APPROVED BY THE ENGINEER. CONSIDER THIS WORK SUBSIDIARY TO THIS BID ITEM.

SIDEWALKS

POLYPROPYLENE FIBER REINFORCING IS REQUIRED AT A RATE OF 1.5 LBS/CY IN LIEU OF WIRE REINFORCING.

THE CURB RAMP LOCATIONS SHOWN IN THE PLANS HAVE TAKEN INTO ACCOUNT THE GEOMETRIC FEATURES OF THE INTERSECTION, TRAFFIC SIGNALS, AND THE PAVEMENT MARKINGS. IF ANYTHING CHANGES DURING CONSTRUCTION, THE LOCATION OF CURB RAMPS MUST BE ADJUSTED TO ENSURE THEY MEET TAS/ADAAG REQUIREMENTS.

RIDE QUALITY FOR PAVEMENT SURFACES

SURFACE TESTS - SURFACE TOLERANCE TESTS WILL BE PERFORMED IN BOTH LONGITUDINAL AND TRANSVERSE DIRECTIONS. THE TEST FOR LONGITUDINAL SURFACE TOLERANCE WILL BE PERFORMED WITH A TEN-FOOT ROLLING STRAIGHTEDGE FURNISHED BY THE CONTRACTOR, AND CALIBRATED AND USED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATION OR OTHER APPROVED METHOD.

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JOB: 5-0002

GENERAL NOTES SHEET

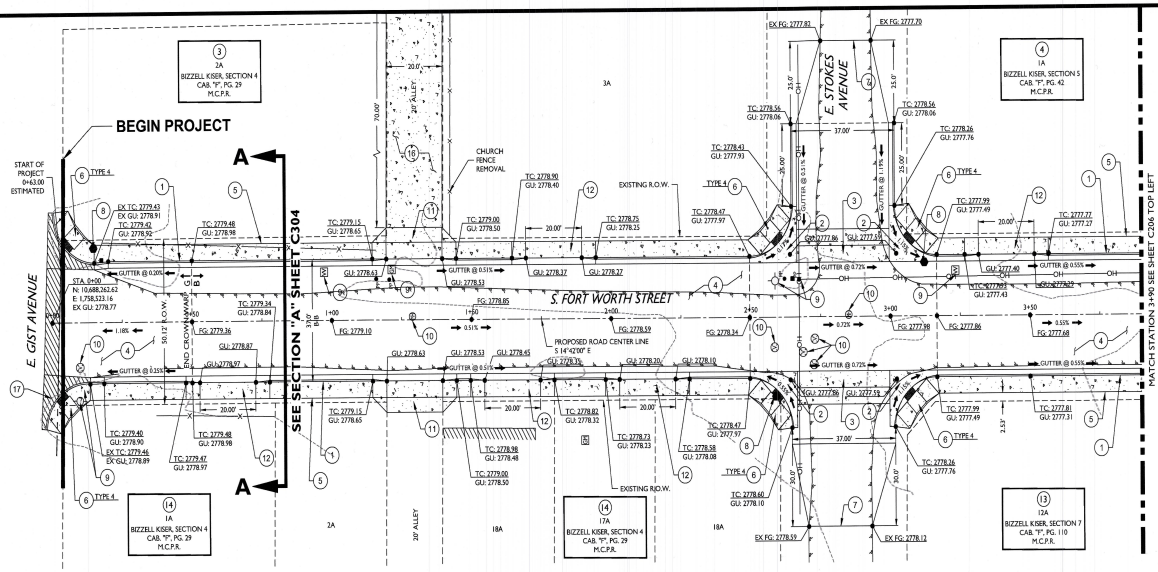
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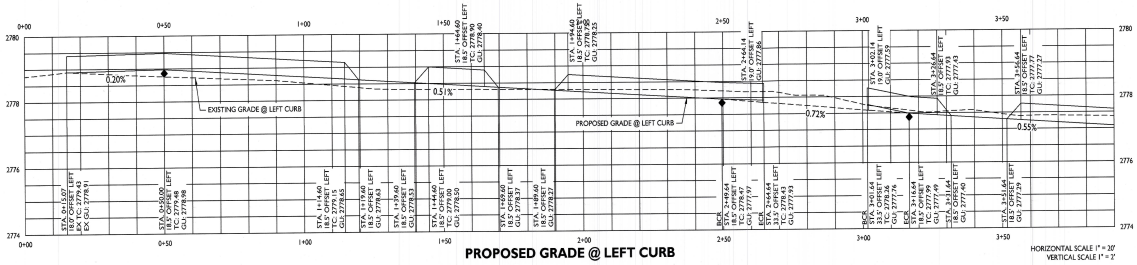
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12/10/2020

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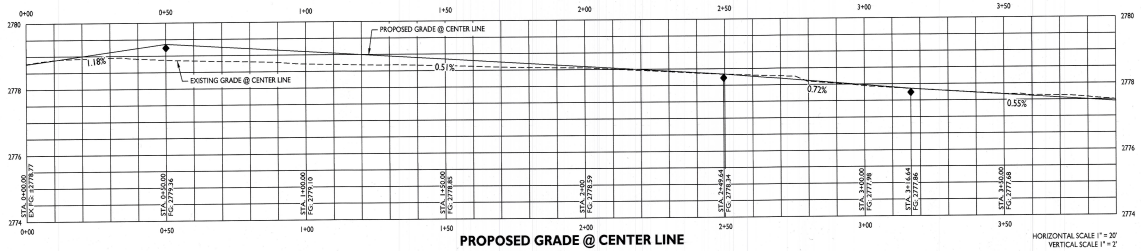
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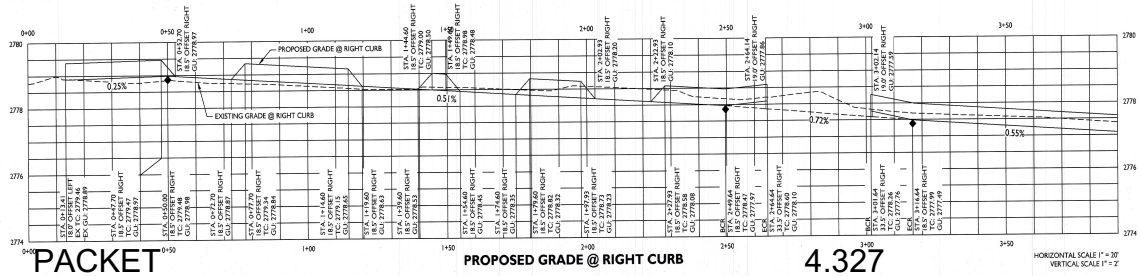
PROPOSED GRADE @ LEFT CURB

HORIZONTAL SCALE 1" = 20'
VERTICAL SCALE 1" = 2'



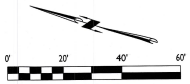
PROPOSED GRADE @ CENTER LINE

HORIZONTAL SCALE 1" = 20'
VERTICAL SCALE 1" = 2'



PROPOSED GRADE @ RIGHT CURB

HORIZONTAL SCALE 1" = 20'
VERTICAL SCALE 1" = 2'



LEGEND

- DENOTES EXISTING CLEAN OUT
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING SEWER MANHOLE
- DENOTES EXISTING SURROUNDING PROPERTY
- DENOTES EXISTING EDGE OF PAVEMENT
- OH — DENOTES EXISTING OVERHEAD ELECTRIC LINE
- EX TC — DENOTES EXISTING TOP OF CURB GRADE
- EX GU — DENOTES EXISTING GUTTER GRADE
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6. CONSTRUCT HANDICAP RAMP PER DRAWINGS 229, 230, 231, 233 OF THE CITY OF MIDLAND'S DESIGN AND CONSTRUCTION STANDARDS. SEE SHEET C300 & C301. INSTALL 2'x5' DETECTABLE WARNING INSTEAD OF BRICK PAVERS FOR DETECTABLE WARNINGS.
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18. REMOVE EXISTING MATERIAL
19. NO INSTALLATION OF CURB OR SIDEWALK

3/2/21
Matt Carr, P.E.

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BY	APPR.	DATE

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DESIGNED BY: ALM
APPROVED BY: ALM
DATE: 12/10/2020
JOB: 15-0002

S. FORT WORTH STREET

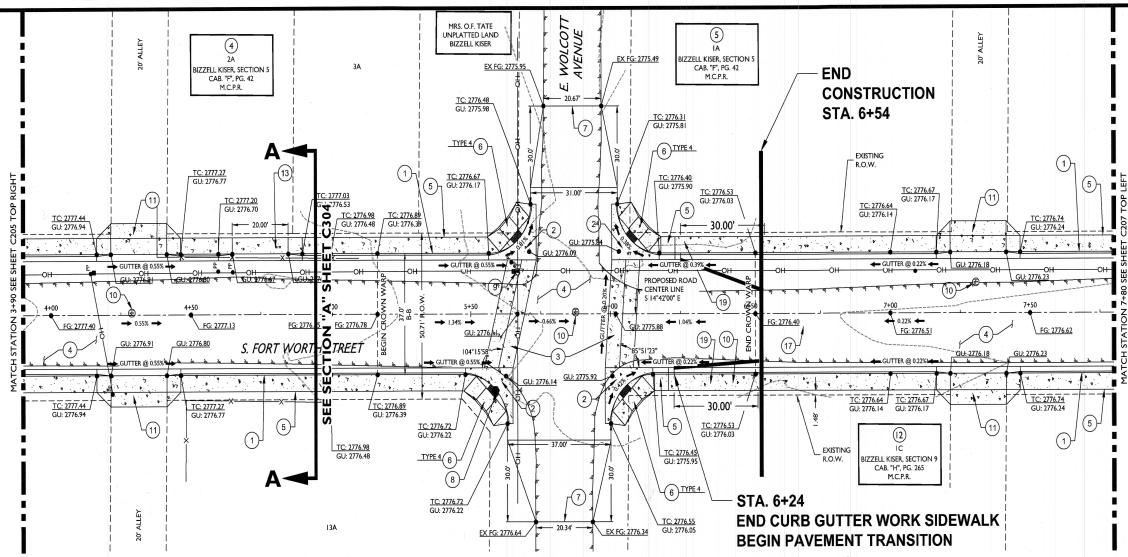
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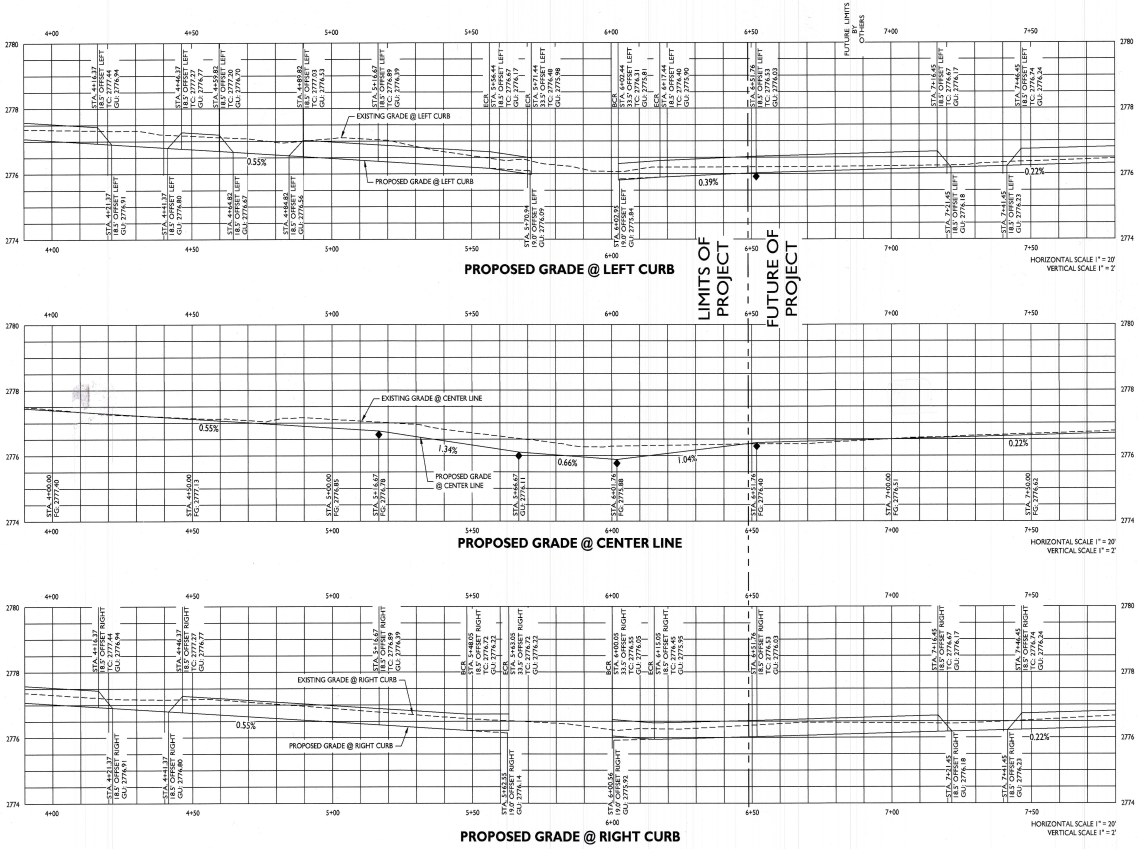
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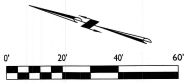
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LEGEND

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- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING SEWER MANHOLE
- DENOTES EXISTING SURROUNDING PROPERTY
- DENOTES EXISTING EDGE OF PAVEMENT
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JOB: 15-0302

S. FORT WORTH STREET
COMPASS
CITY OF MIDLAND, TEXAS

Matt Carr, P.E. 3/1/2021
STATE OF TEXAS MATT C. CARR 71153 LICENSED PROFESSIONAL ENGINEER

STATE OF TEXAS ANDREW L. MELLEN 106572 LICENSED PROFESSIONAL ENGINEER
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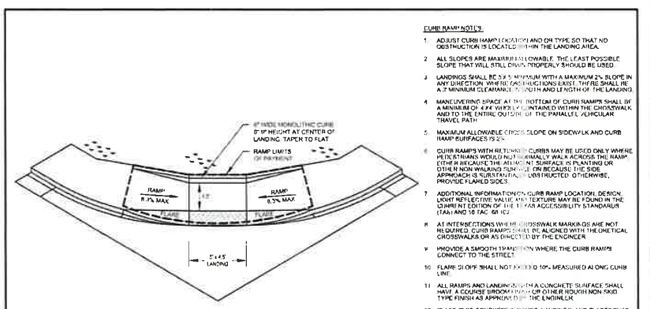
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TYPE 4:
DIAGONAL COMBINATION CURB RAMP

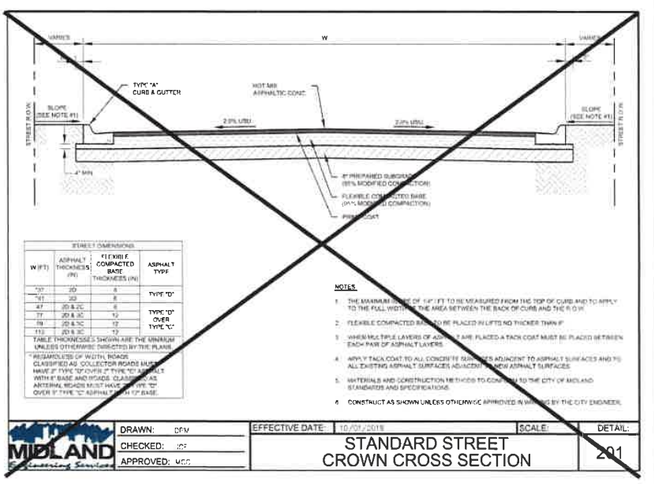
CURB RAMP NOTES:

1. ADJUST CURB RAMP LOCATION AND OR TYPE SO THAT NO OBSTRUCTION IS LOCATED WITHIN THE LANDING AREA.
2. ALL SLOPES ARE MAXIMUM ALLOWABLE. THE LEAST POSSIBLE SLOPE THAT WILL STILL DRAIN PROPERLY SHOULD BE USED.
3. LANDINGS SHALL BE 5'X 5' MINIMUM WITH A MAXIMUM 2% SLOPE IN ANY DIRECTION, WHERE EACH DIRECTIONS EXIST. THERE SHALL BE A 5' MINIMUM CLEARANCE IN WIDTH AND LENGTH OF THE LANDING.
4. MANEUVERING SPACE AT THE BOTTOM OF CURB RAMPS SHALL BE LOCATED SO THAT IT WILL BE ENTIRELY CONTAINED WITHIN THE CROSSWALK AND NOT THE ENTIRE OUTSIDE OF THE PARALLEL VEHICULAR TRAVEL PATH.
5. MAXIMUM ALLOWABLE CROSS SLOPE ON SIDEWALK AND CURB RAMP SURFACES IS 2%.
6. CURB RAMPS WITH RETURNED CURBS MAY BE USED ONLY WHERE PEDESTRIANS WOULD NOT NORMALLY WALK ACROSS THE RAMP, EITHER BECAUSE THE ADJACENT SURFACE IS PLANTING OR BECAUSE THE SIDE APPROACH IS OTHERWISE BLOCKED. OTHERWISE, PROVIDE FLARED SIDES.
7. ADDITIONAL INFORMATION ON CURB RAMP LOCATION, DESIGN AND TYPES CAN BE FOUND IN THE TEXAS ACCESSIBILITY STANDARD (TAS) AND 16 TAC 68.102.
8. AT INTERSECTIONS WHERE CROSSWALK MARKINGS ARE NOT REQUIRED, CURB RAMPS SHALL BE ALIGNED WITH THE LOGICAL CROSSWALK AS DIRECTED BY THE ENGINEER.
9. PROVIDE A SMOOTH TRANSITION WHERE THE CURB RAMPS CONNECT TO THE STREET.
10. FLARE SLOPE SHALL NOT EXCEED 10% MEASURED ALONG CURB LINE.
11. ALL RAMPS AND LANDINGS WITH A CONCRETE SURFACE SHALL HAVE A COARSE BROOM FINISH OR OTHER ROUGH NON-SKID TYPE FINISH AS APPROVED BY THE ENGINEER.
12. PLACE 6" OF CONCRETE FOR RAMPS, LANDINGS, AND FLARES THAT ARE LOCATED AT THE INTERSECTION ADJACENT TO THE BACK OF CURB OF ARTERIAL STREETS AND COMMERCIAL SITES.

GENERAL NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "A" WITH A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3000 PSI. USE FIBER REINFORCED CONCRETE THROUGHOUT.
2. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS UNLESS OTHERWISE DIRECTED BY ADA STANDARDS AND RESOLUTION.

DRAWN: DFM	EFFECTIVE DATE: 10/07/2019	SCALE: NTS	DETAIL:
CHECKED: JCF	DIAGONAL COMBINATION CURB RAMP		229
APPROVED: MCC			



STREET DIMENSIONS

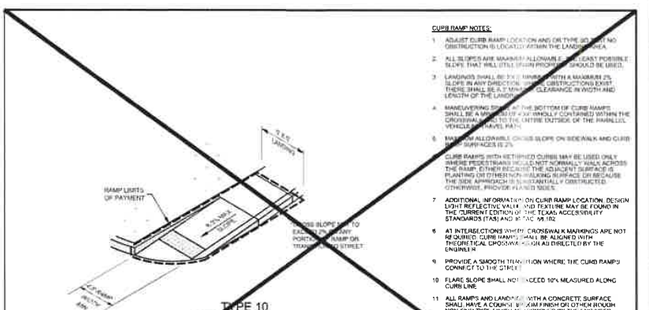
W (FT)	ASPHALT THICKNESS (IN)	FLEXIBLE COMPACTED BASE THICKNESS (IN)	ASPHALT TYPE
*37	2D	8	TYPE "D"
*41	2D	8	
47	2D & 2C	10	TYPE "D" OVER TYPE "C"
77	2D & 2C	12	
78	2D & 2C	12	
113	2D & 2C	12	

TABLE THICKNESSES SHOWN ARE THE MINIMUM UNLESS OTHERWISE DIRECTED BY THE PLANS.
* RESIDENTIALS OF WIDTH, BOWDEN CLASSIFIED AS "COLLECTOR ROADS MUST HAVE 8" TYPE "D" OVER 8" TYPE "C" ASPHALT WITH 6" BASE AND INTAKE. CLASSIFIED AS ARTERIAL ROADS MUST HAVE 8" TYPE "D" OVER 8" TYPE "C" ASPHALT WITH 12" BASE.

NOTES:

1. THE MAXIMUM SLOPE OF 10% FT TO BE MEASURED FROM THE TOP OF CURB AND TO APPLY TO THE FULL WIDTH OF THE AREA BETWEEN THE BACK OF CURB AND THE R.O.W.
2. FLEXIBLE COMPACTED BASE TO BE PLACED IN LIFTS NO THICKER THAN 8".
3. WHEN MULTIPLE LAYERS OF ASPHALT ARE PLACED A TACK COAT MUST BE PLACED BETWEEN EACH PAIR OF ASPHALT LAYERS.
4. APPLY TACK COAT TO ALL CONCRETE SURFACES ADJACENT TO ASPHALT SURFACES AND TO ALL EXISTING ASPHALT SURFACES ADJACENT TO NEW ASPHALT SURFACES.
5. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DFM	EFFECTIVE DATE: 10/07/2019	SCALE:	DETAIL:
CHECKED: JCF	STANDARD STREET CROWN CROSS SECTION		201
APPROVED: MCC			



TYPE 10
DIRECTIONAL RAMP WITHIN RADIUS

CURB RAMP NOTES:

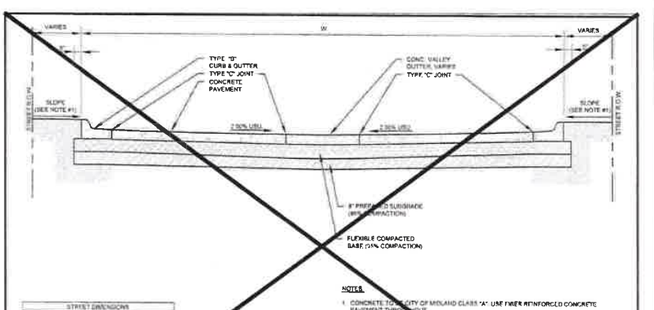
1. ADJUST CURB RAMP LOCATION AND OR TYPE SO THAT NO OBSTRUCTION IS LOCATED WITHIN THE LANDING AREA.
2. ALL SLOPES ARE MAXIMUM ALLOWABLE. THE LEAST POSSIBLE SLOPE THAT WILL STILL DRAIN PROPERLY SHOULD BE USED.
3. LANDINGS SHALL BE 5'X 5' MINIMUM WITH A MAXIMUM 2% SLOPE IN ANY DIRECTION, WHERE EACH DIRECTIONS EXIST. THERE SHALL BE A 5' MINIMUM CLEARANCE IN WIDTH AND LENGTH OF THE LANDING.
4. MANEUVERING SPACE AT THE BOTTOM OF CURB RAMPS SHALL BE LOCATED SO THAT IT WILL BE ENTIRELY CONTAINED WITHIN THE CROSSWALK AND NOT THE ENTIRE OUTSIDE OF THE PARALLEL VEHICULAR TRAVEL PATH.
5. MAXIMUM ALLOWABLE CROSS SLOPE ON SIDEWALK AND CURB RAMP SURFACES IS 2%.
6. CURB RAMPS WITH RETURNED CURBS MAY BE USED ONLY WHERE PEDESTRIANS WOULD NOT NORMALLY WALK ACROSS THE RAMP, EITHER BECAUSE THE ADJACENT SURFACE IS PLANTING OR BECAUSE THE SIDE APPROACH IS OTHERWISE BLOCKED. OTHERWISE, PROVIDE FLARED SIDES.
7. ADDITIONAL INFORMATION ON CURB RAMP LOCATION, DESIGN AND TYPES CAN BE FOUND IN THE TEXAS ACCESSIBILITY STANDARDS (TAS) AND 16 TAC 68.102.
8. AT INTERSECTIONS WHERE CROSSWALK MARKINGS ARE NOT REQUIRED, CURB RAMPS SHALL BE ALIGNED WITH THE THEORETICAL CROSSWALK AS DIRECTED BY THE ENGINEER.
9. PROVIDE A SMOOTH TRANSITION WHERE THE CURB RAMPS CONNECT TO THE STREET.
10. FLARE SLOPE SHALL NOT EXCEED 10% MEASURED ALONG CURB LINE.
11. ALL RAMPS AND LANDINGS WITH A CONCRETE SURFACE SHALL HAVE A COARSE BROOM FINISH OR OTHER ROUGH NON-SKID TYPE FINISH AS APPROVED BY THE ENGINEER.

PLACE 6" OF CONCRETE FOR RAMPS, LANDINGS, AND FLARES THAT ARE LOCATED AT THE INTERSECTIONS ADJACENT TO THE BACK OF CURB OF ARTERIAL STREETS AND COMMERCIAL SITES.

GENERAL NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "A" WITH A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3000 PSI. USE FIBER REINFORCED CONCRETE THROUGHOUT.
2. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CURRENT EDITION OF THE TEXAS ACCESSIBILITY STANDARDS (TAS) AND 16 TAC 68.102.

DRAWN: DFM	EFFECTIVE DATE: 10/07/2019	SCALE: NTS	DETAIL:
CHECKED: JCF	DIRECTIONAL RAMP WITHIN RADIUS		231
APPROVED: MCC			



STREET DIMENSIONS

W (FT)	CONCRETE THICKNESS (IN)	FLEXIBLE COMPACTED BASE THICKNESS (IN)	CONCRETE TYPE
36	6	6	
41	6	6	
47	7	9	
77	7	12	
78	8	12	
113	8	12	

TABLE THICKNESSES SHOWN ARE THE MINIMUM UNLESS OTHERWISE DIRECTED BY THE PLANS.

NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "A" USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. THE MAXIMUM SLOPE OF 10% FT TO BE MEASURED FROM THE TOP OF CURB AND TO APPLY TO THE FULL WIDTH OF THE AREA BETWEEN THE BACK OF CURB AND THE R.O.W.
3. TYPE "A" SAW-CUT JOINTS ARE TO BE LOCATED THROUGHOUT AT CONSISTANT SPACING OF NO LESS THAN 15' x 15' AND NO MORE THAN 15' x 15'. SEAL ALL CONCRETE JOINTS.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. FLEXIBLE COMPACTED BASE TO BE PLACED IN LIFTS NO THICKER THAN 8".
6. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

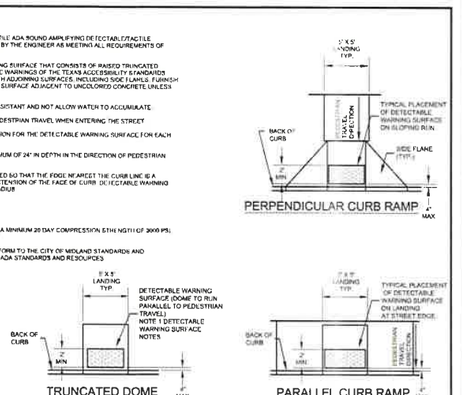
DRAWN:	EFFECTIVE DATE: PRELIMINARY		DETAIL:
CHECKED:	STREET INVERT CROSS SECTION		202
APPROVED:			

DETECTABLE WARNING SURFACE NOTES:

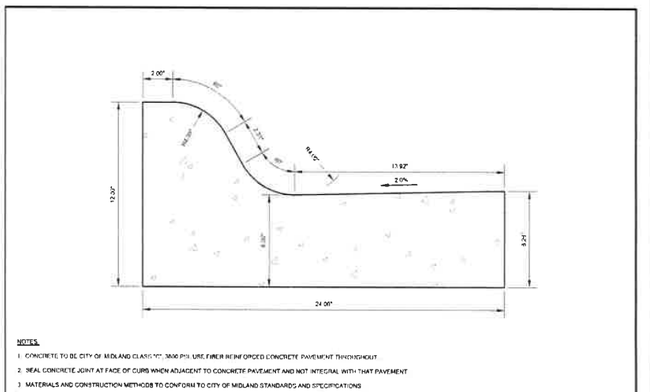
1. DETECTABLE WARNING SURFACE SUCH AS ARMOR TILE ADA ROUND AMPLIFYING DETECTABLE/TACTILE WARNING SURFACE TILE OR EQUAL AND APPROVED BY THE ENGINEER AS MEETING ALL REQUIREMENTS OF ASTM C 9 W, C 13.
2. CURB RAMPS MUST CONTAIN A DETECTABLE WARNING SURFACE THAT CONSISTS OF RAISED TRUNCATED DOMES COMPLYING WITH SECTION 7.29 DETACHABLE WARNINGS OF THE TEXAS ACCESSIBILITY STANDARDS (TAS). THE SURFACE MUST CONTRAST VISUALLY WITH ADJOINING SURFACES, INCLUDING SIDE FLARES. FURNISH DARK BROWN OR DARK RED DETECTABLE WARNING SURFACE ADJACENT TO UNCOLORED CONCRETE, UNLESS SPECIFIED ELSEWHERE IN THE PLANS.
3. DETECTABLE WARNING SURFACES MUST BE SLIP RESISTANT AND NOT ALLOW WATER TO ACCUMULATE.
4. ALIGN TRUNCATED DOMES IN THE DIRECTION OF PEDESTRIAN TRAVEL WHEN ENTERING THE STREET.
5. SHADED AREAS INDICATE THE APPROXIMATE LOCATION FOR THE DETECTABLE WARNING SURFACE FOR EACH CURB RAMP TYPE.
6. DETECTABLE WARNING SURFACES SHALL BE A MINIMUM OF 24" IN DEPTH IN THE DIRECTION OF PEDESTRIAN TRAVEL.
7. DETECTABLE WARNING SURFACES SHALL BE LOCATED SO THAT THE EDGE NEAREST THE CURB LINE IS A MINIMUM OF 6" AND A MAXIMUM OF 10" FROM THE EXTENSION OF THE FACE OF CURB. DETECTABLE WARNING SURFACES MAY BE CURVED ALONG THE CORNER RADIUS.
8. SINGLE TILE PLATES COLONIAL RED COLOR.

GENERAL NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "A" WITH A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3000 PSI. USE FIBER REINFORCED CONCRETE THROUGHOUT.
2. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS UNLESS OTHERWISE DIRECTED BY ADA STANDARDS AND RESOLUTIONS.



DRAWN: DFM	EFFECTIVE DATE: 10/01/2019	SCALE: NTS	DETAIL:
CHECKED: JCF	DETECTABLE WARNING SURFACE		233
APPROVED: MCC			



NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "A", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. SEAL CONCRETE JOINT AT FACE OF CURB WHEN ADJACENT TO CONCRETE PAVEMENT AND NOT INTEGRAL WITH THAT PAVEMENT.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DFM	EFFECTIVE DATE: 10/01/2019	SCALE: NTS	DETAIL:
CHECKED: JCF	TYPE A STANDARD CURB AND GUTTER		205
APPROVED: MCC			

SHEET C300

PAVING DETAILS

COMPASS
CITY OF MIDLAND, TEXAS

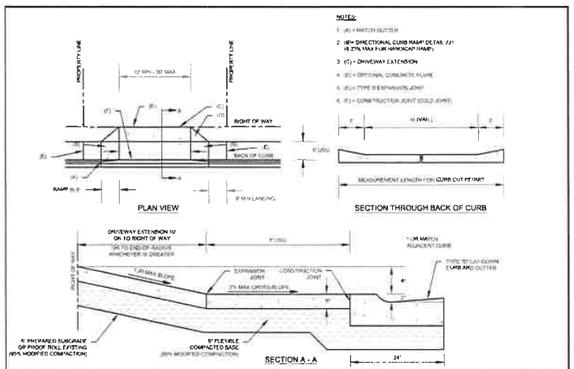
DRAWN BY	MAL
CHECKED BY	ALM
APPROVED BY	ALM
DATE	12/10/2020
JOB	15-0002

Δ	REVISIONS	BY	APP'D	DATE

MAVERICK ENGINEERING
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Midland, Texas 79701 FIRM: F-15089
Tel: (432) 262-0999 Fax: (432) 262-0989
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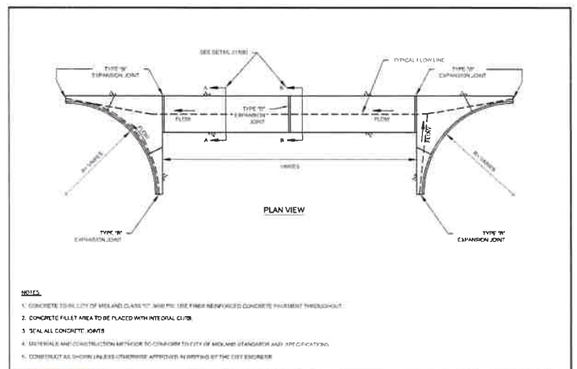
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P:\ENGINEERING SERVICES\ENGINEERING PROJECTS\2018\18-08 COMPASS - FT. WORTH & MONTGOMERY\03 - DWGS\3.1 ENG\PLANS\15-0002 C301 PAVING DETAILS.DWG



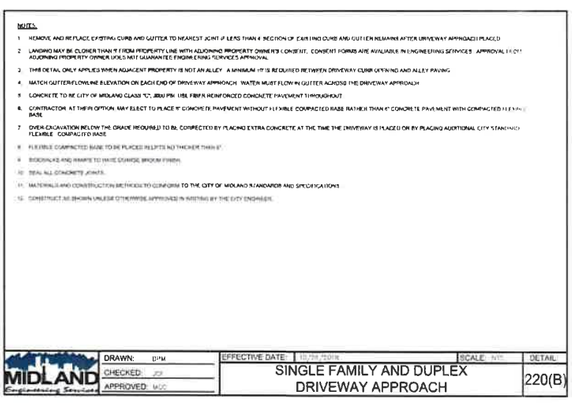
MIDLAND Engineering Services | DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: 220(A)

SINGLE FAMILY AND DUPLEX DRIVEWAY APPROACH



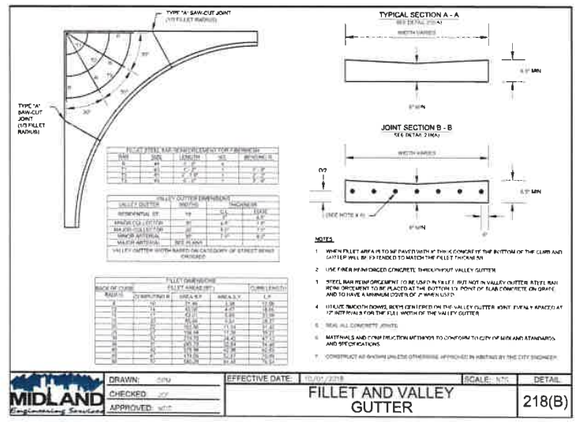
MIDLAND Engineering Services | DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: 218(A)

FILLET AND VALLEY GUTTER



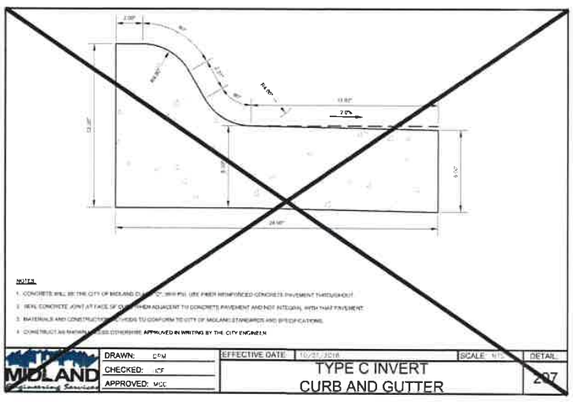
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SINGLE FAMILY AND DUPLEX DRIVEWAY APPROACH



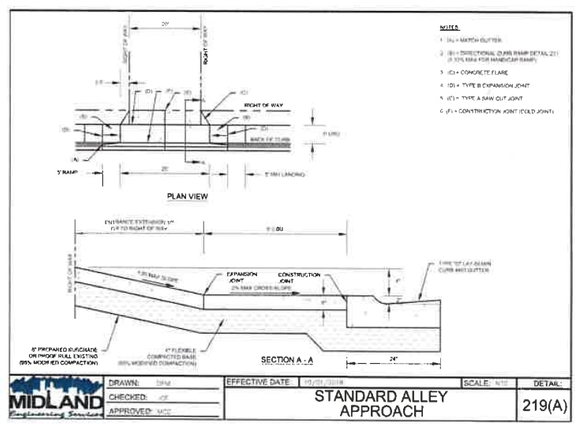
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FILLET AND VALLEY GUTTER



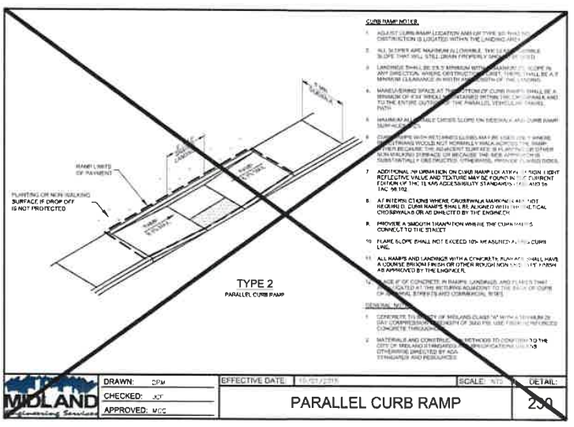
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TYPE C INVERT CURB AND GUTTER



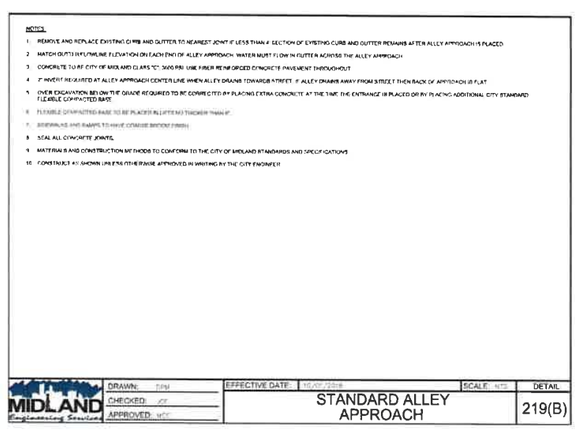
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STANDARD ALLEY APPROACH



MIDLAND Engineering Services | DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: 230

PARALLEL CURB RAMP



MIDLAND Engineering Services | DRAWN: DPM | CHECKED: JCF | APPROVED: MCC | EFFECTIVE DATE: 10/01/2018 | SCALE: NTS | DETAIL: 219(B)

STANDARD ALLEY APPROACH

SHEET C301

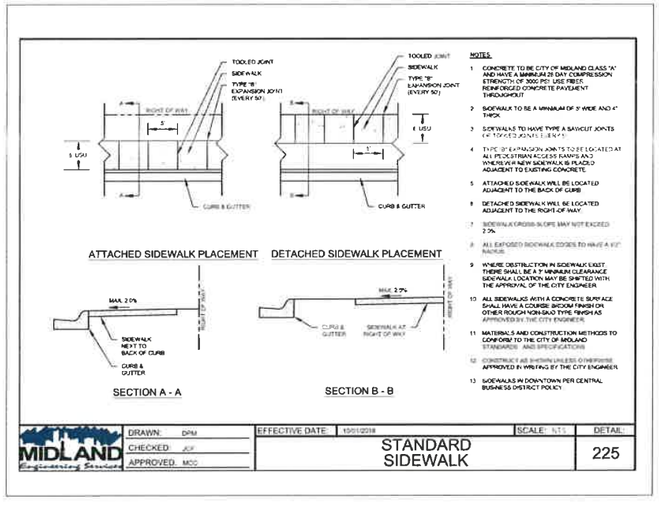
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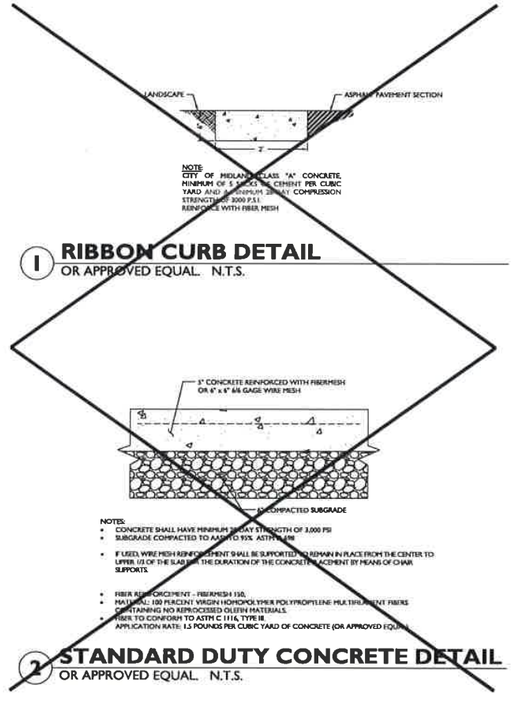
COMPASS
CITY OF MIDLAND, TEXAS

DRAWN BY	MAL
CHECKED BY	ALM
APPROVED BY	ALM
DATE	12/10/2020
JOB	15-0002

Δ	REVISIONS	BY	APP.	DATE

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Midland, Texas 79701 FIRM: F-15089
Tel: (432) 262-0999 Fax: (432) 262-0989
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1 **RIBBON CURB DETAIL**
OR APPROVED EQUAL. N.T.S.

2 **STANDARD DUTY CONCRETE DETAIL**
OR APPROVED EQUAL. N.T.S.

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NO.	REVISIONS	BY	APPR.	DATE

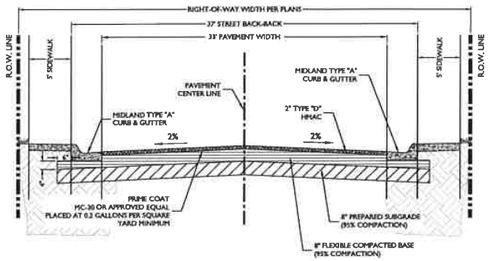
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CHECKED BY: AJH
APPROVED BY: AJH
DATE: 12/07/2020
JOB: 19-0802

PAVING DETAILS

COMPASS
CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. MELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
12/7/2020

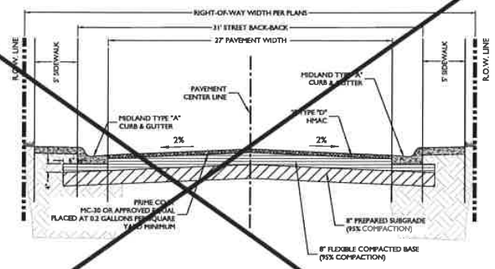
SHEET
C302



A **CROSS-SECTION A-A'** SCALE: N.T.S.

S. BAIRD STREET FROM STA. 0+00 TO STA. 14+04.66
S. FORT WORTH STREET FROM STA. 0+00 TO STA. 8+62.93

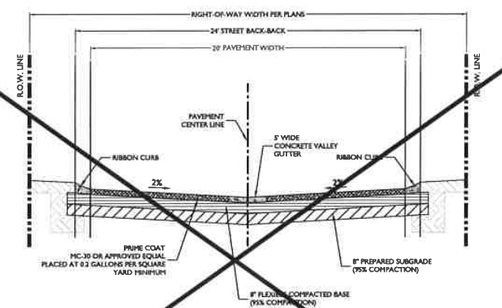
PRIME COAT NOTE:
PRIME RATE IS 0.20 Gal/SY) FOR A
PRIME COAT OF (AE-P) OR (MC-30).



B **CROSS-SECTION B-B'** SCALE: N.T.S.

S. FORT WORTH STREET FROM STA. 9+00.02 TO STA. 11+64.56

PRIME COAT NOTE:
PRIME RATE IS 0.20 Gal/SY) FOR A
PRIME COAT OF (AE-P) OR (MC-30).



C **CROSS-SECTION C-C'** SCALE: N.T.S.

E. MONTGOMERY AVENUE FROM STA. 0+00 TO STA. 7+25.63

PRIME COAT NOTE:
PRIME RATE IS 0.20 Gal/SY) FOR A
PRIME COAT OF (AE-P) OR (MC-30).

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P:\ENGINEERING SERVICES\ENGINEERING PROJECTS\2015\P15-08 COMPASS - FT. WORTH & MONTGOMERY\3 - DWG\02.1 DWG\PLANS\15-0002 C304 PAVING DETAILS.DWG

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NO.	REVISIONS	BY	APPR.	DATE
1				

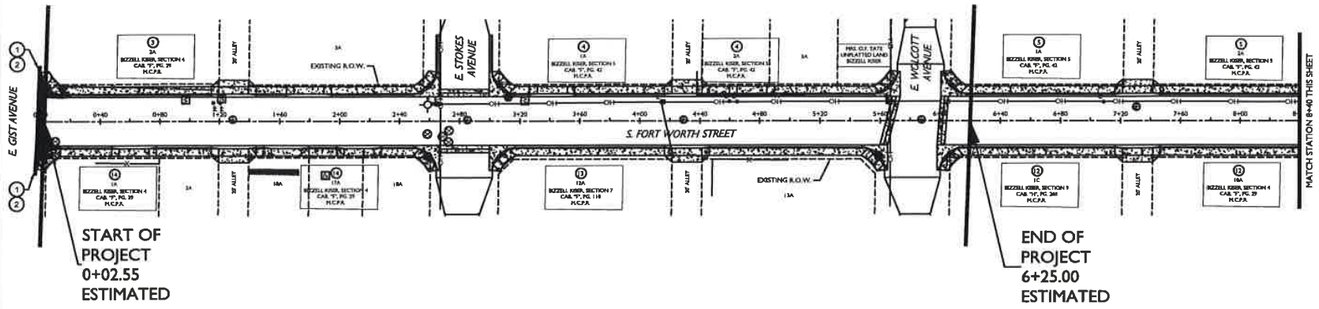
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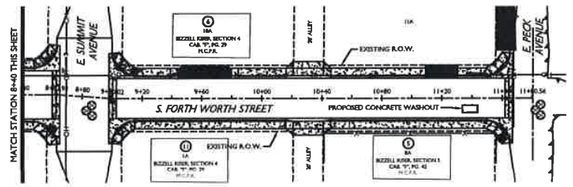
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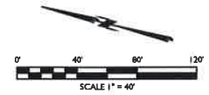
COMPASS
CITY OF MIDLAND, TEXAS

STATE OF TEXAS
ANDREW L. WELLEN
106572
LICENSED
PROFESSIONAL ENGINEER
12/10/2020

SHEET **C304**







LEGEND

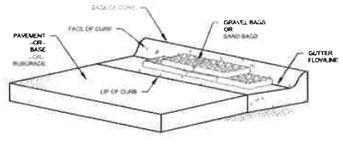
- DENOTES EXISTING CLEAN OUT
- DENOTES EXISTING FIRE HYDRANT
- DENOTES EXISTING WATER METER
- DENOTES EXISTING SEWER MANHOLE
- DENOTES EXISTING SURROUNDING PROPERTY
- DENOTES EXISTING EDGE OF PAVEMENT
- DENOTES EXISTING OVERHEAD ELECTRIC LINE

PERMANENT BMP CONSTRUCTION NOTES:

1. WHEN CONTRACTOR IS GOING TO BE AWAY FROM SITE FOR MORE THAN 48 HOURS, GRAVEL BAGS ARE TO BE INSTALLED AT THE NEAREST DOWNSTREAM INTERSECTION FROM ANY UNCOMPACTED, UNSTABILIZED TRENCHES.
2. PRIOR TO ANY ANTICIPATED RAIN EVENT, GRAVELS BAGS ARE TO BE INSTALLED AT THE NEAREST DOWNSTREAM INTERSECTION FROM ANY UNCOMPACTED, UNSTABILIZED TRENCHES. REMOVAL OF SEDIMENT FROM GUTTERS IS TO BE DONE AFTER EVERY RAIN EVENT, OR MORE OFTEN IF DEEMED NECESSARY BY CONTRACTOR, INSPECTOR, OR ENGINEER.

GENERAL NOTES:

1. THE EROSION CONTROL PLAN SHOULD ADDRESS THREE GOALS: 1-DIVERT WATER FROM UPSLOPE AREAS AROUND DISTURBED AREAS OF THE SITE; 2-LIMIT THE EXPOSURE OF DISTURBED AREAS TO THE SHORTEST DURATION POSSIBLE; AND 3-REMOVE OF SEDIMENT FROM STORM WATER BEFORE IT LEAVES THE SITE.
2. THE CONTRACTOR SHALL MAKE THE EROSION CONTROL PLAN AVAILABLE, UPON REQUEST, TO THE TCEQ.
3. THE CONTRACTOR MUST AMEND THE EROSION CONTROL PLAN WHENEVER THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE OF THE PLAN, OR WHEN THE EXISTING PLAN PROVES INEFFECTIVE. MODIFICATIONS INCLUDING DESIGN AND ALL ADDITIONAL MATERIALS AND WORK, SHALL BE ACCOMPLISHED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER. NO CHANGE TO EROSION CONTROL MEASURES SHOWN ON THESE PLANS AND SPECIFICATIONS SHALL BE MADE WITHOUT CONSENT OF OWNER AND ENGINEER.
4. STABILIZATION MEASURES ARE TO BE INSPECTED AT A MINIMUM OF ONCE EVERY 7 DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN 0.5 INCH. REPAIRS AND INADEQUACIES REVEALED BY THE INSPECTION MUST BE IMPLEMENTED WITHIN 7 CALENDAR DAYS FOLLOWING THE INSPECTION.
5. THE CONTRACTOR SHALL ADOPT APPROPRIATE CONSTRUCTION SITE MANAGEMENT PRACTICES TO PREVENT THE DISCHARGE OF OILS, GREASE, PAINTS, GASOLINE, AND OTHER POLLUTANTS TO STORM WATER. APPROPRIATE PRACTICES CAN INCLUDE; DESIGNATING AREAS FOR EQUIPMENT MAINTENANCE AND REPAIR, REGULAR COLLECTION OF WASTES, CONVENIENTLY LOCATED WASTE RECEPTACLES, AND DESIGNATING AND CONTROLLING EQUIPMENT WASHING.
6. THE CONTRACTOR SHALL AMEND OR MODIFY THIS PLAN AS REQUIRED BY CONSTRUCTION MEANS, METHODS AND SEQUENCE. MODIFICATIONS SHALL NOT COMPROMISE THE INTENT OF THE REQUIREMENTS OF THE LAW AND THIS PLAN. MODIFICATIONS SHALL NOT BE BASS FOR ADDITIONAL COST TO THE OWNER.
7. AREAS OF CONSTRUCTION ELSEWHERE OF THE JOB SITE SHALL CONFORM TO THE DETAILS SHOWN ON THE PLANS.
8. GUTTERS ARE TO BE KEPT CLEAN OF CONSTRUCTION MATERIALS AND SPOILS.
9. BORROW AREAS, IF EXCAVATED, SHALL BE PROTECTED AND STABILIZED UTILIZING THE PLAN DETAILS. ALL WORK SHALL CONFORM TO GOVERNMENTAL REQUIREMENTS AND BECOME PART OF THE STORM WATER POLLUTION PREVENTION PLAN. THIS WORK SHALL BE DONE BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE TO THE OWNER.
10. ALL NON-PAVED AREAS SHALL BE MULCHED AND SEEDED WITH EROSION PROTECTION IMMEDIATELY UPON COMPLETION OF FINAL GRADING. THIS INCLUDES ALL DITCHES AND EMBANKMENTS. THE CONTRACTOR SHALL MAINTAIN THE FINAL GRADING AND KEEP SEEDED AREAS WATERED UNTIL FULLY ESTABLISHED AND ACCEPTED BY OWNER. EROSION PROTECTION SHALL BE CONSTRUCTED AS DETAILED ON THIS SHEET.
11. THE CONTRACTOR SHALL DESIGNATE MATERIAL AND EQUIPMENT STORAGE AREAS MUTUALLY AGREED TO BY THE OWNER. THE STORAGE AREAS SHALL BE GRADED FOR POSITIVE DRAINAGE AND THE SURFACE STABILIZED WITH A MINIMUM OF 2 INCHES OF CRUSHED ROCK OR GRAVEL. REINFORCED FILTER BARRIER SHALL BE INSTALLED AROUND THE STORAGE AREAS TO PREVENT ANY EROSION FROM LEAVING THE SITE.



NOTES:

1. FILL BAGS TO 60% CAPACITY WITH EITHER CLEAN GRAVEL OR CLEAN SAND.
2. GRAVEL TO BE NO LESS THAN 1" DIAMETER OR GREATER THAN 2" DIAMETER.
3. PLACE BAGS WITH BAG OPENINGS SECURED AND FACE UP, AND SO THAT EACH BAG IS FLAT AND HAS THE GREATEST POSSIBLE SURFACE AREA CONTACT WITH THE CURB.
4. PLACE BAGS AGAINST THE FACE-OF-CURB AND DO NOT PLACE BAGS BEYOND THE LIP-OF-CURB.
5. DO NOT BLOCK ADA RAMPS OR WALKWAYS WITH BAGS.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

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

GRAVEL BAG INSTALLATION NOTES:

1. GRAVEL BURLAP BAGS SHALL BE PLACED ALONG CURB AND GUTTER SYSTEM TO PREVENT SEDIMENT FROM MOVING INTO THE DRAW.
2. SUFFICIENT SPACE SHALL BE PROVIDED UPSLOPE FROM BAGS SO THAT PONDING CAN OCCUR.
3. BAGS SHALL BE PLACED FLAT SO THAT THE MAXIMUM POSSIBLE AREA IS IN CONTACT WITH THE GROUND.
4. BAGS SHALL BE REPLACED ONCE EVERY THREE MONTHS, OR MORE OFTEN IF DEEMED NECESSARY BY THE CONTRACTOR, INSPECTOR OF ENGINEER.
5. BAG INSPECTIONS FOR RIPS, TEARS, LEAKS, AND OTHER DAMAGE ARE TO BE CONDUCTED AFTER EVERY RAIN EVENT. THE RESULTS OF THESE INSPECTIONS ARE TO BE DOCUMENTED IN THE SWPPP INSPECTION REPORT.
6. BAG OPENINGS SHALL FACE UP SO THAT THEY ARE ONT IN CONTACT WITH THE GROUND.
7. BAGS SHALL BE FILLED TO 60 PERCENT MAXIMUM CAPACITY WITH 80 PERCENT OR MORE OF THE AGGREGATE BETWEEN THE No. 4 SIEVE AND 3 INCHES IN SIZE.

NOTE:

CARE SHOULD BE TAKEN TO AVOID PLACING LARGE QUANTITIES OF SPOILS ON THE ROAD AND OTHER EXCAVATED AREAS. THE AREAS BEING EXCAVATED SHOULD REMAIN CLEAN TO THE MAXIMUM EXTENT PRACTICABLE.

Matt Carr, P.E. 3/25/21

STATE OF TEXAS — MATT C. CARR — 71153 — LICENSED PROFESSIONAL ENGINEER

STATE OF TEXAS — ANDREW L. MELLEN — 108572 — REGISTERED — 12/17/2020

MAVERICK ENGINEERING
1909 West Wall Street, Suite "K"
Midland, Texas 79701
FIRM: F-15089
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

NO.	REVISIONS	BY	APPR.	DATE
1				

DRAWN BY: MAL
CHECKED BY: ALM
APPROVED BY: ALM
DATE: 12/17/2020
JOB: 15-0002

S. FORTH WORTH STREET
EROSION CONTROL PLAN
COMPASS
CITY OF MIDLAND, TEXAS

SHEET C403

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P:\ENGINEERING JOBS\DESIGN\ENGINEERING PROJECTS\2015\15-0002 COMPASS - FT. WORTH & MONTEREY\01 - SHEETS & DWGS\LAND\15-0002 C403 FORT WORTH EROSION CONTROL PLAN.DWG



COMPASS - Fort Worth Paving Location Map

PACKET
4.334
April 27, 2021

City Council Meeting

Item Number: 5

Meeting Date: April 27, 2021

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AWARDING A CONTRACT FOR HEALTH BENEFIT CONSULTING SERVICES TO MCGRIFF INSURANCE SERVICES, INC. OF ADDISON, TEXAS, AT A TOTAL COST OF $150,000.00; AND AUTHORIZING PAYMENT (GENERAL SERVICES)

Purpose:

Approval of a resolution approving an agreement for a Health Benefit Consultant for the Administrative Services Department.

Recommended City Council Action:

Approve

Fiscal Impact:

Funds are available in the Employee Benefits Fund (701) FY21 Operating Budget.

Discussion:

The City Manager approved the plans and specifications and authorized advertisement for bids for the Health Benefit Consultant RFP. Seventeen (17) requests for proposal were issued. We received eight (8) proposals. Staff recommends awarding an agreement to McGriff Insurance Services, Inc. for $50,000.00 annually. Please see the attached memo from Mark Widmann, Administrative Services Director, for further discussion.

Therefore, please consider a resolution awarding an agreement to McGriff Insurance Services, Inc. of Addison, Texas for health benefit consulting services for an annual cost of $50,000.00 for three (3) years with an optional fourth year at $50,000 and optional fifth and sixth years at $55,000 each year.

Morris Williams Jr.

City Manager's Office

Meeting Date: April 27, 2021

To: Erika Munoz Martinez, Purchasing Manager

From: Mark J Widmann, Director of Administrative Services

Subject: Health Benefits Consultant

Purpose:

The Health Benefits Consultant provides services that include, preparing specifications, soliciting qualified providers, negotiation agreements, evaluates and monitors plan performance, ensures markets competitiveness for the City of Midland's health and other benefit plans. In addition, assist the City in determining appropriate reserve levels, premium rate analysis and communication plans.

Fiscal Impact:

The cost for McGriff Insurance Services, Inc. is a flat fee of $50,000 annually for the initial term of three years, with an optional four year at $50,000 and optional five and six years at $55,000. The fees listed are payable from the Employee Benefit Fund.

Discussion:

The City received eight proposals from consultants to provide Benefit Consulting services to the City of Midland.

After a complete review of the proposals and evaluations of them based on experience, qualifications, quality of proposal, and cost the review committee held video interviews of the top four vendors. The committee has selected McGriff Insurance Services, Inc, Addison, TX as the most suitable proposal meeting the needs of the City of Midland.

The cost for McGriff Insurance Services, Inc. is a flat fee of $50,000 annually for the initial term of three years, with an optional fourth year at $50,000 and optional fifth and sixth years at $55,000 each year.

RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT FOR HEALTH BENEFIT CONSULTING SERVICES TO MCGRIFF INSURANCE SERVICES, INC. OF ADDISON, TEXAS, AT A TOTAL COST OF $150,000.00; AND AUTHORIZING PAYMENT

WHEREAS, the Interim City Manager issued a request for proposals for health benefit consulting services (the "Services"); and

WHEREAS, Proposal No. 21002083 was opened on February 24, 2021, with the proposal that is most advantageous to the City of Midland having been submitted by McGriff Insurance Services, Inc. of Addison, Texas ("Contractor"), as shown on the bid tabulation attached hereto as Exhibit "A" and incorporated herein for all legal purposes; and

WHEREAS, the total cost of the work to be completed, according to the previously issued request for proposals and the unit prices in Exhibit "A", shall not exceed $50,000.00 per year for a three-year term ($150,000.00 total); and

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

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

SECTION ONE. That the Interim City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with Contractor for said Services at a total cost of $150,000.00, said contract being on file in the office of the City Secretary, referenced by the date and number of this resolution.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Contractor pursuant to the terms of said contract in an amount not to exceed $50,000.00 per year for a three-year term ($150,000.00 total) from funds available in the Employee Benefits Fund (701) FY21 Operating Budget or the appropriate fund of the then-current budget upon receipt of proper invoices or statements approved by the Interim City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2021, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, Interim City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

_____
Mark Widmann, Administrative Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

City of Midland - Bid Tabulation

BID # 21002083
MEDICAL BENEFIT CONSULTANT

OPENED February 24, 2021
Est. Cost:

ITEM	QTY	DESCRIPTION	Arthur J Gallagher & Co 221 W 6th St Austin, TX 78701 Nick Long 281.773.8954		HUB International Insurance 201 E Main St, Suite 800 El Paso, TX 79998 Randy McGraw 915.206.6052		Holmes Murphy 3300 Haynes Ave Midland, TX 79707 Jeff Hughes 432-312-5057		CBIZ Consulting Services 4722 N. 24th St. suite 300 Phoenix, AZ 85016 Branson Cobb 408-795-3502		Smith & Associates Consulting P O Box 92398 Southlake, TX 76092 Eric Smith 817-310-3422		USI Southwest, Inc. 9811 Katy freeway, Suite 500 Houston, TX 77024 Deborah Falknor 281-667-0631		McGriff Insurance Services 5080 spectrum Drive, Suite 900E Addison, TX 75001 John D. Bass 210-339-2481		Lockton dunning Benefits 2100 Ross Avenue, Suite 1200 Dallas, TX 75201 Clint Jackson 972-204-9631	
			COST EA.	TOTAL	COST EA.	TOTAL	COST EA.	TOTAL	COST EA.	TOTAL	COST EA.	TOTAL	COST EA.	TOTAL	COST EA.	TOTAL	COST EA.	TOTAL	COST EA.	TOTAL
	1	COMPREHENSIVE CONSULTATION SERVICE - PER YEAR	$65,000.00	$65,000.00	$64,000.00	$64,000.00	$85,000.00	$85,000.00	$80,000.00	$80,000.00	$48,000.00	$48,000.00	$119,500.00	$119,500.00	$50,000.00	$50,000.00	$75,000.00	$75,000.00
	1	Travel Expense		Not Stated		Included	mileage & hotel as required		mileage & hotel as required		mileage & hotel as required		mileage & hotel as required		Included		Included	
															Optional fourth year at $50,000.00.			
															Optional fifth & sixth year at $55,000.			
		TOTALS:		$65,000.00		$64,000.00		$85,000.00		$80,000.00		$48,000.00		$119,500.00		$50,000.00		$75,000.00

Bidding Summary:

17 **Bid requests were issued.**

8 **Bids listed above**

0 **NO BIDS were received.**

9 **Bidders did not respond.**

City of Midland - Bid Tabulation

BID # 21002083 **MEDICAL BENEFIT CONSULTANT** **OPENED** February 24, 2021 **Est. Cost:**			Arthur J Gallagher & Co 221 W 6th St Austin, TX 78701 Nick Long 281.773.8954		HUB International Insurance 201 E Main St, Suite 800 El Paso, TX 79998 Randy McGraw 915.206.6052		Holmes Murphy 3300 Haynes Ave Midland, TX 79707 Jeff Hughes 432-312-5057		CBIZ Consulting Services 4722 N. 24th St. suite 300 Phoenix, AZ 85016 Branson Cobb 408-795-3502		Smith & Associates Consulting P O Box 92398 Southlake, TX 76092 Eric Smith 817-310-3422		USI Southwest, Inc. 9811 Katy freeway, Suite 500 Houston, TX 77024 Deborah Falknor 281-667-0631		McGriff Insurance Services 5080 spectrum Drive, Suite 900E Addison, TX 75001 John D. Bass 210-339-2481		Lockton dunning Benefits 2100 Ross Avenue, Suite 1200 Dallas, TX 75201 Clint Jackson 972-204-9631	
ITEM	QTY	DESCRIPTION	COST EA.	TOTAL	COST EA.	TOTAL	COST EA.	TOTAL	COST EA.	TOTAL	COST EA.	TOTAL	COST EA.	TOTAL	COST EA.	TOTAL	COST EA.	TOTAL	COST EA.	TOTAL
	1	COMPREHENSIVE CONSULTATION SERVICE - PER YEAR	$65,000.00	$65,000.00	$64,000.00	$64,000.00	$85,000.00	$85,000.00	$80,000.00	$80,000.00	$48,000.00	$48,000.00	$119,500.00	$119,500.00	$50,000.00	$50,000.00	$75,000.00	$75,000.00
	1	Travel Expense		Not Stated		Included	mileage & hotel as required		mileage & hotel as required		mileage & hotel as required		mileage & hotel as required		Included		Included	
															Optional fourth year at $50,000.00.			
															Optional fifth & sixth year at $55,000.			
		TOTALS:		$65,000.00		$64,000.00		$85,000.00		$80,000.00		$48,000.00		$119,500.00		$50,000.00		$75,000.00

Bidding Summary:

17 **Bid requests were issued.**

8 **Bids listed above**

0 **NO BIDS were received.**

9 **Bidders did not respond.**

AGREEMENT 21002083

THIS AGREEMENT is made and effective the 28th day of April 2021, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, McGriff Insurance Services, Inc. hereinafter referred to as "COMPANY."

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform Health Benefit Consulting services for the City of Midland.

ARTICLE II. SERVICES TO BE PERFORMED

1. COMPANY shall provide those services described in Exhibit "A".

2. COMPANY shall perform all the services under this Agreement consistent with the same level of skill and care as others in approximately the same region at approximately the same point in time and for the same types of projects. COMPANY represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform the services described in Exhibit "A".

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY in an amount not to exceed $ 50,000 per year for the services described in Exhibit “A.” CITY agrees to pay COMPANY according to the schedule set forth in Exhibit “A”, which is attached hereto and incorporated herein for all purposes, upon presentation of a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in Exhibit "A" incurred during the previous month which have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. Within 30 days of the date COMPANY’s invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY shall notify COMPANY of CITY’s objection and the grounds therefor within 15 days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice. CITY in any event shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

ARTICLE IV. TERM

The term of this Agreement shall be for three (3) years from April 28 , 2021 until April 27, 2024 , unless the project is completed sooner or the Agreement is terminated as provided below.

The CITY may at its option, renew this Agreement for three (3) additional one (1) year terms. In order to exercise this option, the CITY must give COMPANY notice of its intent to renew not less than 30 days prior to the expiration of this Agreement.

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

ARTICLE V. TERMINATION AT WILL

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

ARTICLE VI. ASSIGNMENT

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

ARTICLE VII. OWNERSHIP AND CONFIDENTIALITY OF DOCUMENTS AND OTHER WORK PRODUCT

All reports, information and other data ("instruments of service"), given to, prepared or assembled by COMPANY under this Agreement, and any other related documents or items shall become the sole property of CITY and shall be delivered to CITY, without restriction, except that COMPANY may make copies of any and all instruments of service for its files. CITY shall not make any modification to the plans and specifications or make them available for use by third parties without the prior written authorization of COMPANY, which consent shall not be unreasonably withheld.

ARTICLE VIII. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of CITY; that COMPANY shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a “Community of Pecuniary Interest” or “An Equal Right of Control” which would give rise to vicarious liability. COMPANY shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. CITY does not have the power to direct the order in which the work is done. CITY shall not have the right to control the means, methods or details of COMPANY’S work. COMPANY shall assume exclusive responsibility for the work. COMPANY is entirely free to do the work in its own way.

ARTICLE IX. INSURANCE

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

Commercial General Liability (including Contractual liability):

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

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

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

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

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

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

The parties agree that, prior to the execution of the Agreement, COMPANY shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval

of CITY. CITY shall not be required to provide any insurance whatsoever pursuant to this Agreement.

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

ARTICLE X. ATTORNEY FEES

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

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

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

ARTICLE XI. GOVERNMENTAL IMMUNITY

By executing this agreement CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

ARTICLE XII. NO THIRD PARTY BENEFICIARIES

CITY'S approval of this agreement does not create a third party beneficiary. There is no third party beneficiary to this Agreement. No person or entity who is not a party to this Agreement shall have any third party beneficiary or other rights hereunder.

ARTICLE XIII. RELEASE

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

ARTICLE XIV. GENERAL PROVISIONS

A. Waiver. No waiver by CITY of a breach of any covenant, condition, or restriction of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction contained in this Agreement.

B. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. This Agreement shall be governed by, interpreted, enforced and construed under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties,

including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

C. Notice. Any notice or demand that shall be made regarding this Agreement, shall be made in writing and delivered either in person or by certified or registered mail. Notice by mail shall be complete upon deposit of the paper, postage prepaid, in a post office or official depository under the care and custody of the United States Postal Service addressed as follows:

If to CITY: City Manager's Office
P.O. Box 1152
Midland, Texas 79702

If to COMPANY: McGriff Insurance Services, Inc.
5080 Spectrum Drive, Suite 900E
Addison, Texas 75001

The parties hereto may change the above-designated addresses by giving notice pursuant to the terms of this Section.

D. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

E. Use of Language. Words in the singular shall be held to include the plural, unless the context otherwise requires.

F. Amendments, Modifications, Alterations. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

G. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed as original, and all of which shall constitute one and the same instrument.

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

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, COMPANY or his legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY'S notice is insufficient. CITY reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

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

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

L. To the extent that Tex. Gov't Code section 2270.002 applies to this Agreement, Company hereby verifies that Company does not boycott Israel and will not boycott Israel during the term of this Agreement. If Tex. Gov't Code section 2270.002 does not apply to this Agreement, such verification is not required, and Company shall be deemed to have not made such verification.

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

possession of Company, or (ii) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to City.

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

O. Conflict of Terms. If a conflict of terms or language exists between (i) any of the provisions of this Agreement and (ii) any of the provisions contained in Exhibit A, precedence shall be given to the provisions of this Agreement. For the avoidance of any doubt, the provisions contained in this Agreement shall supersede any and all conflicting provisions contained in Exhibit A

ARTICLE XV. INDEMNITY

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

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

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

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

WITH COSTS WHICH MAY BE OBTAINED AGAINST THE CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES.

EXECUTED IN DUPLICATE the day and year first above mentioned.
THE CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, Interim City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____§
§
COUNTY OF _____§

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

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

_____
Notary Public, State of _____

Request for Proposal

Bid # 21002083 – Medical Benefits Consultant

McGriff Insurance Services, Inc.
5080 Spectrum Drive, Suite 900E
Addison, TX 75001
McGriff.com



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PURCHASING DIVISION

REQUEST FOR PROPOSALS (RFP)
for
HEALTH BENEFIT CONSULTANT
RFP 21002083

Issued: January 26, 2021

PROPOSAL SUBMISSION DEADLINE:
*********February 24, 2021 by 1:30PM Local Time**
****
NO LATE PROPOSALS WILL BE ACCEPTED

RESPONSES SHALL BE DELIVERED TO:	**RESPONSES SHALL BE MAILED TO:**
CITY OF MIDLAND PURCHASING DIVISION 300 N. LORAINE MIDLAND, TEXAS 79701	CITY OF MIDLAND PURCHASING DIVISION P.O. BOX 1152 MIDLAND, TEXAS 79702
******\

February 24, 2021

Ms. Erika Martinez, Purchasing Manager
City of Midland
Purchasing Division
300 N. Loraine
Midland, Texas 79701

Re: RFP 2100-2083 – Health Benefit Consultant

Ms. Martinez:

McGriff is pleased to present our partnership proposal for Health Benefit Consultant services to the City of Midland.

For almost 100 years, McGriff has served with distinction employers and plan sponsors across Texas and the nation providing leading edge employee benefit management, actuarial and consulting services. Our teams have worked diligently to serve the diverse needs public entities who seek comprehensive support and resources to manage their employee benefit plans. McGriff serves dozens of public entity employers in Texas and McGriff has earned its reputation for excellent service and trusted advice. We encourage the City to speak with our references during the due diligence process.

McGriff has proposed the following comprehensive consulting and brokerage services for the City of Midland:

- Employee Benefits Strategic Consulting
- Plan, Vendor and RFP Management Support
- Underwriting, Actuarial and Analytic Services
- Pharmacy Consulting Services
- Wellness Consulting Services
- Human Resources and Compliance Consulting
- Employee Engagement and Communications Consulting
- Benefits Administration Services Consulting
- Retirement Advisory Services (GASB 75)

The City of Midland remains a vibrant community; constantly changing and with needs becoming more multifaceted. We are excited about a potential partnership and believe the City will benefit from McGriff's services - a client centric approach, broad and comprehensive capabilities and very experienced people willing to support City's requirements now and in the future based on a fair and competitive fee arrangement.

We seek to enter into a long-term relationship to work in conjunction with the City of Midland to negotiate, implement, and service all of the contractual arrangements for your benefits program.

Sincerely,

Scott Gibbs
Senior Vice President
sgibbs@mcgriff.com
(469) 232-2188

John D. Bass, CEBS
Vice President
john.bass@mcgriff.com
(210) 339-2481

Proposal Requirements / Scope of Services



31.0 Proposal Requirements

Firms interested in submitting proposals should file detailed responses to proposal requirements.

COMPANY INFORMATION

31.0.1 Please provide the address of your company's home office as well as the location of any regional or local office which would be responsible for the services proposed. Include the name, telephone number, fax number and e-mail address of the contact person for this proposal.

McGriff Insurance Services (Corporate Office)
2211 7th Ave S.
Birmingham, Alabama 35233

McGriff Insurance Services (Primary Serving Office)
5080 Spectrum Drive, Suite 900E
Addison, Texas 75001

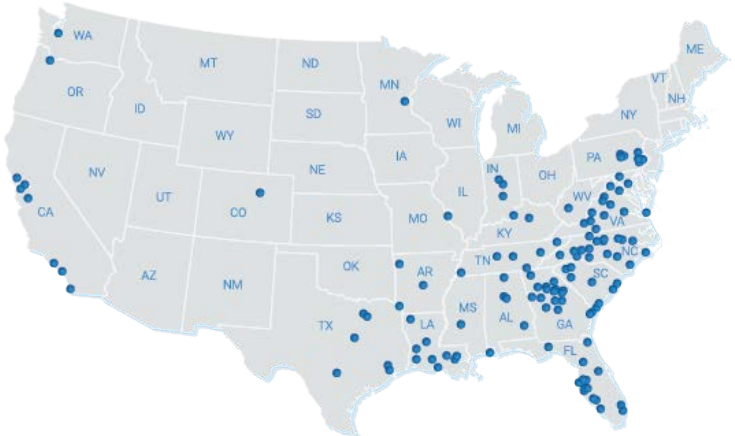
John D. Bass, CEBS
Phone: (o) 210-339-2481 (c) 210 596-8639
Fax: 469-232-2101
Email: john.bass@mcgriff.com

31.0.2 Please provide your Federal Identification Number.

Our Federal Identification Number is 56-1623293

31.0.3 Give a brief description of your company and its history of benefit consulting to the public sector.

McGriff Insurance Services, Inc. (McGriff) is a subsidiary of Truist Insurance Holdings, the sixth largest insurance broker in the United States. Truist Insurance Holdings is owned by Charlotte, N.C.-based Truist Financial Corporation (NYSE: TFC), one of the nation's largest and best managed financial institutions with assets approaching $500 billion. Truist was formed by the merger of equals SunTrust Banks and BB&T, completed in December 2019.



6th Largest Risk and Benefits Consulting Firm in the US and 7th Largest in the world

Founded in 1922, McGriff provides highly consultative risk management and insurance brokerage services for nearly all types of coverages serving the employer market. With offices across the United States, our growth is attributable to a client-centric approach to serving our customers. With 2020 revenue of $2.3 billion, McGriff's national insurance operation includes over 250 locations and more than 7,500 teammates that meet our client's needs each and every day.

As part of the sixth largest broker in the U.S., McGriff leverages our market position, intellectual capital, and excellent industry relationships to deliver the best possible pricing, terms, and service delivery from all insurance carrier and vendor partners. The data below includes information specifically about our employee benefits book of business:

- More than 65 employee benefits offices across the United States
- Over 10,000 employer clients and over 2,000 public entity clients across our risk and benefits platform
- Approximately 2,600 self-insured clients
- Clients range from 2 employees to 55,000 employees
- Employee benefits retention rates between 95% and 98% since 2008
- Diversity of business operations and specialized practices allows for unique perspectives on the industry and stability of performance across multiple markets
- Broad infrastructure with resources and capabilities in key areas to support our local teams and their clients, including: actuaries, attorneys, clinical professionals and other subject matter experts
- Full-service third-party administration, including ERISA compliance support
- Full-service benefits administration services
- Access to world-class vendors for additional services in technology, analytics, population health management, employee engagement, and other key capabilities
- We are members of the National Advisory Council with over 15 carriers

The work we perform for our clients is based up our Mission and Promise.

McGriff's Mission – To protect and improve the financial security and well-being of our clients and their employees while supporting our community and each other.

The McGriff Promise: We will….

- Listen first
- Invest in our clients and employees
- Deliver innovative solutions
- Act with integrity
- Do all that we say we will do
- Champion Certainty

McGriff is known throughout the industry as accessible to our clients. With an entrepreneurial spirit, we operate with minimal bureaucracy, allowing us to quickly respond to customer requests. We believe that our clients always come first, and it shows in everything we do. We are dedicated to and sensitive to our clients' needs. We strive to make every business relationship a long-term partnership that continues to grow in value. We understand that our viability as a company depends solely on our ability to meet your needs. The entire organization is structured to fit you, the customer, because customer satisfaction is our most important objective.

Our Dallas office, located at 5080 Spectrum Drive, Suite 900E, Addison, Texas 75001 will be the primary office serving the City.

McGriff has been servicing public entity accounts for over 30 years and our Public Entity practice is one of the strongest industry verticals within McGriff. McGriff has over 2,000 public entity clients nationally across our risk and benefits platform. Through our tenure, experience and seasoned account teams, we have become well versed with navigating the different intricacies that separate public entity clients from the private sector. Our public entity clients look to McGriff for "next trends" – those ideas and innovations that require thoughtful assessment, research and review to determine acceptability and alignment with a client's culture, total rewards package and plan objectives.

We also understand the importance of accurate and timely financial reporting that helps municipal governments meet budgeting requirements; aiding in the design and implementation of RFPs for vendor services through procurement departments, while adhering to fair practice, compliance and ethics requirements; and assisting HR and financial staff in presenting findings and recommendations to City Council.

Our proposed services are comprehensive and customized for each client. Our dedicated team approach ensures that the City will have a close relationship with those who are working on your group's behalf. Your dedicated McGriff team will have a complete understanding of your culture and goals for your employees and their benefits. The City's Account will be serviced by select team members from our Dallas Office as well as our National Public Entity Benefits Practice. The proposed service team brings many years of combined benefits experience with strong backgrounds working with public entities.

Choosing the right partner to support your entire benefit consulting needs is important to maximize efficiency of City resources and improve the consistency of service.

31.0.4 Describe any pending agreements to merge or sell your company.

McGriff is a wholly owned subsidiary of Truist and there are no pending agreement to merge or sell our company.

32.0 Scope of Services and Personnel

32.1 Describe the experience, size, and resources of your firm in establishing and maintaining a project which would include re-bidding health care for the City of Midland.

McGriff combines a full array of brokerage and consulting services (for Medical, Pharmacy, Dental, Vision, Disability, Life, Communications, HR, Employee Advocacy, Actuarial and Underwriting, Benefit Administration, COBRA, FMLA, Cafeteria Plans, ERISA, Compliance and more) with exceptional market expertise and industry knowledge to deliver comprehensive insurance programs designed specifically for each client. To that end, we are well position to re-bid and market the City's health care plan and all other benefit plans.

To maximize the value of the products and services offered, technical expertise available, and the security of accurate compliance advisory, McGriff delivers through our unique shared services platform, we call our Specialty Practices. Our in-house, consultative team helps our clients manage costs, drive employee engagement and allow Human Resources and Benefits more time for strategic initiatives. Our specialty practices include:

- **Financial Analytics** - Actuarial and underwriting resources to help make data driven decisions about plan design and contribution strategies, costs and risk
- **Retirement Services** - Retirement consulting services for pension plans and post-retirement medical actuarial valuation
- **Human Resources Advisory** - Advice, best practices and insights on a wide range of HR issues across the employee life cycle
- **Compliance** - Legislative alerts, webinars, white papers, and other resources from our team of law-degreed advisors to keep you current on compliance issues

- **Clinical Wellness** – Leadership to promote better employee health with the goal of reducing future health risk
- **Pharmacy Benefit Consulting** - Expertise to help elect the best pharmacy benefit partner for your organization and your employees with skill to maintain partner compliance and financial competiveness
- **Communications** - Strategies that build awareness, educate employees and drive engagement in your benefits
- **Benefits Administration Technology** - Knowledge and experience to help select the best technology solution to meet your needs and the guidance to ensure a successful implementation Clinical Wellness - Industry insights, solutions and thought leadership to promote better employee health, reduce future health risks, and improve productivity
- **Flexible Benefit Services** - The full suite of administrative services for FSAs, HSAs, HRAs, Transportation Spending Accounts (TSAs), COBRA, and retiree billing
- **Voluntary Employee Benefits** – Leadership in the design and administration of voluntary benefits to enrich the core benefit offerings that meet their diverse and unique needs of a changing workforce

Key members of the specialty practice account team who will support (or may support) the City of Midland are:

Compliance

Anne Hensley, JD, ERISA & Employee Benefits Consultant

Actuarial/Retirement

R. Edward Johnson, ASA, MAAA, ACA, SVP, Healthcare Consulting Actuary
Steven Bull, MSPA, MAAA, FCA, EA, Chief Actuary for Retirement Services

Flex & COBRA Services

Ryan Peterson, Practice Leader

Ben Admin & Technology

Kisha Moliere, Practice Leader

Clinical Wellness / Wellbeing

Tom Lerche, Director of Health Management
Katie O'Neill, DC, BS Practice Leader

Voluntary Benefits

Cole Rodgers

Employee Benefit Communications

David Meckle, Practice Leader

HR Advisory

Jamie Warner, Practice Leader

Pharmacy

Denise Cabrera

A key component of McGriff's work prior to release of an RFP is benchmarking against similar organizations, as well as regional and national norms. We will consider the strengths of the existing programs, identify any weaknesses and determine cost effectiveness, competitiveness and the administration efficiency of each program.

We follow a comprehensive process that allows for collaboration with you to review, compare, make recommendations on, and decide upon appropriate plan designs, medical management, wellness and employer and employee funding levels that meet the needs of the City. A plan is then constructed to support the 3 to 5 year goals and strategies.

As we prepare for an RFP, we want to spend time to discuss what considerations are most important to you in areas such as quality of care, cost efficiency, administrative ease and employee reaction. We will discuss your tolerance for risk as it relates to financial strategy. We will also discuss new plan design strategies and options, value based design etc. and other innovative approaches to healthcare.

These discussions allow us to build a comprehensive plan. We will work jointly with you to identify potential markets that serve your needs and assist you with analyzing carrier networks for adequate physicians and hospitals in the areas where your employees live. Vendors will also be selected for their quality of service, available funding options, level of claim detail they will provide and their willingness to implement performance guarantees. Working with the City's Purchasing Department, your McGriff team will formulate an RFP based around your objectives and performance expectations.

Your McGriff team will meet with you to review the responses to the RFP and share our initial thoughts to each vendor's response. This candid discussion allows us to identify which vendors should be brought in for a finalist meeting. These interviews will be jointly conducted with your McGriff team and will allow you and each vendor to clarify any issues regarding your plans. This process provides an opportunity for you to learn which of the vendors may be the best fit for your needs, objectives and corporate culture.

32.2 Describe the experience, size, and resources of your firm in establishing and maintaining ongoing services including:

32.3 Performance of Actuarial Services.

32.4 Rate projections for annual budgets.

32.5 Rates to be charged to participants for dependent coverage and possible individual contributions.

32.6 Methods of charging participants for dependent coverage (i.e. employee, employee & spouse, employee & children, etc.

32.7 Allocation of charges where applicable between the City and participants;

32.8 On-going review of emerging financial results.

32.9 Evaluation of premiums and fees for services.

RESPONSE TO 32.3 THROUGH 32.9

Financial Analytics – Actuarial and underwriting resources to help make data driven decisions about plan design and contribution strategies, costs and risk. McGriff houses our own team of underwriters and actuarial experts that handle group risk assessment, claims analysis, renewal projections, trend analysis, and plan design recommendations; we have experience in both fully insured and self-insured environments. Our analytical services include, but are not limited to:

- Forecasting of self-funded plan costs (annual) including annual benchmarking
- Rolling three to five (3 to 5) year forecasting including historical look backs
- Review and establishment of self-funded Incurred but Not Reported (IBNR) reserves
- Analysis of impact of cost changes and employee contribution strategies
- Monthly review of financial performance against budgets and target for self-funded plans
- Establishment of accrual / premium equivalent and COBRA rates for self-funded
- Coronavirus Impact Analysis Key Findings for McGriff Book of Business

McGriff has extensive experience in various forms of health plan funding types: from fully insured to fully unbundled Third Party Administrator (TPA) and standalone stop loss insurance to fully bundled Administrative Services Only (ASO). As part of the overall process, evaluating appropriate funding arrangements is just one step in achieving your strategy. We work hard to meet your short and long term benefits strategy, budgeting requirements and risk tolerance.

Our seasoned benefit professionals are available to provide insight and guidance by identifying emerging trends and managing risk when developing valuations and financial projections. We can assist you in:

- Pricing plan design changes and budgeting by assessing the financial impact of changes in benefit plan design, enrollment migration, administration and funding. McGriff underwriters can provide an objective evaluation of a carrier's renewal terms given your demographics, experience and business conditions.

- Matching our underwriting talent against that of the carrier's to put you in a better position to negotiate favorable terms. You will know what is driving your costs, if these factors will continue next year and whether they should have a bearing on renewal rates.
- Setting Reserves (IBNR) and liability estimates and will provide an actuarial certification for medical, dental and disability plans and other plans requiring reserve estimates

Further, McGriff utilizes the Claros Analytics Actuarial software platform with over 10 million enrolled lives and $100+ Billion of charged claims for assistance in determining fiscal years health plan funding levels by benefit plan and tier. Claros allows the McGriff team to provide detailed health plan modeling, sophisticated analysis of the risk / reward trade-offs in stop loss structures as well as a migration tool that allows the client to set budget rates based on a consistent and actuarially sound methodology to accurately determine employee migration between plans.

The Claros Actuarial suite includes a Plan Migration modeler and takes information from the most recent three plan years to evaluate how changes in plan designs affect future costs. This tool takes into account a multitude of parameters including:

- Enrollment (by plan and tier)
- Demographics of subscribers and dependents (age, gender, etc.)
- Trend by service category
- Location of employees (zip codes)
- Carrier discounts
- Plan designs
- Plan utilization

The tools is used to:

- Determine savings/increases for certain plan design changes
- Determine an expected number of large claimants
- Estimate the cost of Specific stop loss, if applicable
- Estimate the cost of Aggregate stop loss, if applicable
- Estimate the likelihood of an aggregate claims, if applicable
- Run up to 100,000 trial scenarios to simulate claims
- Provide a rate development

McGriff uses a variety of other modeling tools depending on the structure and complexity of the underlying program. Others tools and resources commonly used include: Cotiviti, Pharmacy analytics, and industry standard aggregate trend projections, various underwriting models, and proprietary forecasting and planning model tools managed within our actuary services.

Throughout the plan year, McGriff monitors plan performance to goals as well as tracks and measures operational results, cost performance, clinical outcomes, financial controls, claim / member services, and best practices / quality of services among other key areas. Outcome measurements provide evidence against baseline trends, costs, and other indicators to compare improvements. Client reports are provided on a monthly basis (depending on data availability). These reports assist us in monitoring the plans performance and highlight any areas that need to be monitored / reviewed in the coming months or year.

Traditional reports included in our financial analysis / reporting services include:

Monthly

- Monitor / Analyze and Report based on vendor-provided monthly claim, premium, large claims, & enrollment reports

- Monitor large claim and coordinate with stop loss for possible reimbursement
- Assimilate all historical claims, fees/premium & enrollment data and continuously update to track plan trends

Quarterly
- Review plan utilization to target potential plan design modifications and educational opportunities

Semi-Annual
- Renewal projections
- Update multi-year forecasts

Annually
- Compare plan results against normative benchmarking data
- Development of funding rates
- Review of Fees
- Assist with contribution modeling
- ACA compliance contribution modeling
- COBRA Rate Projections

City Specific Needs
- Custom reports and reviewed on an agreed upon frequency.

When negotiating renewals, we use a three-part approach to negotiating with carriers. Led by our consulting and financial team, the process includes:

- Comprehensive financial analysis of propose renewal rates and a thorough review of all required underwriting worksheets and formulas and our analytic software and programs. This is the empirical part of our negotiation strategy. Errors, inconsistencies, inappropriate items, unreasonable cost, and trend factors are scrutinized and negotiated. Our underwriters often conduct this analysis and negotiation directly with the carriers' underwriters, whereas most of our competitors negotiate through the sales representatives.
- Following the comprehensive financial analysis, we will reveal to carriers their competitiveness ranking based on overall cost and value. Leveraging market forces to the full extent results in price movement; this motivates serious carriers to evaluate their proposals to ensure the best possible financial offer, conditions, and projected renewal
- In a few instances, the comprehensive financial analysis and market forces fail to deliver the results we expect for our clients. This is when we exercise our book of business membership and relationship leverage with a client's carrier(s) to obtain the best overall cost / value. A member of our senior executive team will negotiate directly with a carrier's senior executives to meet your financial objectives.

Finally, McGriff Retirement Advisory services are proposed as an optional service. We have more than 150 clients that utilize our services for strategic advice and measuring liabilities pursuant to GASB 75. Our experience with actuarial liabilities related to other post-employment benefits predates GASB 75. Our experience with these kinds of valuations began in the late 1980's. We have helped clients adopt and transition to GASB 45. We continued to help our clients manage these obligations according to the measurement and reporting requirements of GASB 75. We have completed 1,000's of OPEB analyses over the past 30 years.

The preparation of GASB cost and liabilities reporting require an annual review of employee and plan information. Generally, a valuation must be performed every year for GASB 75. Each project begins with a discovery meeting with your Consulting Actuary, and other appropriate members of your McGriff Client Service Team. Client service needs are documented and the project commences.

McGriff will provide you with a detailed data request letter and sample letters to send to the insurance carrier(s). With your authorization, we will eliminate the burden of most data collection duties by gathering much of the necessary information internally from your McGriff Client Service Team.

The project steps include:

- Confirmation of the annual Client Service needs for GASB 75 valuation.
- Participant data is reconciled and updated on our database.
- Our actuaries regularly evaluate the plan's demographic and economic experience and make recommendations for periodic changes to keep assumptions in line with plan experience.
  - For this initial valuation our team will work with you to establish a reasonable set of assumptions.
  - We would not want the assumptions to over or under-state the plan obligations.
- Valuation software coding is completed and validated through quality control processes.
- In the future, plan changes are coded into our software and the effect of the plan change is determined.
- Valuation liabilities are completed by the Valuation Analyst and are checked by the Plan Actuary.
- The Consulting Actuary, along with any additional McGriff staff that may be necessary, reviews the results with you and addresses any questions.
- Presentation of results to City of Midland typically via a Webcast.
- McGriff will review with you our understanding of plan provisions, benefits provided and eligibility rules. It is critical that we understand the details of the promised benefits. Our understanding is committed to writing and placed in our report as a summary of the substantive plan provisions.
- Completion of an actuarial valuation report following GASB standards (We also provide the detailed information suggested by the GFOA.) The following information is included:
  - actuarial accrued liability
  - actuarial value of assets, if any
  - the unfunded actuarial accrued liability
  - normal cost
  - annual required contribution (ARC) of the employer(s)
  - annual OPEB cost
  - net OPEB obligation (i.e. the balance sheet liability)

Details will be provided by status (active and inactive) and by pre and post Medicare. This will enable you to gain a better understanding of the sources of the Employer liabilities.

32.10 Preparation and evaluation of bids when required, including written analysis and negotiation of bids received and recommendation.

Our scope of work includes preparation and evaluation of bids received from an RFP including written analysis from your McGriff team of bids received and recommendations based on the evaluation criteria set forth by the City.

Our team of underwriters creates a customized renewal request for a client's incumbent vendor(s) and pre-qualified prospective TPA's/carriers. We will conduct a market test of prospective plan TPA's/carriers to ensure clients receive the best value year after year. McGriff marketing approach for selection of TPA/ASO services typically consists of the following:

- Create an underwriting summary of the client's risk profile based on most current census data.
- Review current health conditions and work with our clinical teams to determine possible future health claims activity.
- Invite prospective TPA's/carriers to compete against incumbent TPA's/carriers. Develop a renewal and RFP request customized for each client in a package uniquely designed by our underwriters specifically for the TPA/carrier underwriters. This has resulted in quicker underwriting reviews and responses, and more favorable bids.

- Conduct a financial analysis of all responses received from incumbent and prospective TPA's/carriers.
- Responses to the RFPs will be analyzed in the following areas:
  - Breadth of network
  - Disruption analysis (as applicable)
  - Depth of discounts and Total Cost of Care Analysis
  - Medical management programs
  - Efficacy of administration systems/processes
  - Member and provider satisfaction ratings
  - Customer Service performance
  - Integration with other City vendors / Direct Provider Contracts / Employee Clinic
  - Reporting and Analytics
  - Reference Responses
  - Plan design adherence
  - Underwriting worksheets in development of premium rates
  - TPA/Carrier financial viability and rating analysis
  - Adherence to Minimum RFP Standards, or material Deviations (if applicable)
- Conduct Best and Final Offers.
- Participate in final negotiations
- Prepare final summary of finding and recommendation(s) for City

Once a vendor has been selected, we will begin implementing the selected programs. During this process your McGriff team will develop an implementation calendar and will work closely with each vendor to make certain the programs are implemented correctly and in a timely manner. We will confirm all fees, plan designs, claim system setup, reporting structure and data requirements. We will help you complete the carrier application, review carrier takeover issues, ensure the eligibility file is transferred and request all required documents (contract agreement, SPD / Plan document, and administrative manual and performance agreements) prior to the effective date.

An important step throughout the plan year is to monitor plan performance to goals. We will track and measure operational results, clinical outcomes, financial controls, claim / member services, and best practices / quality of services among other key areas. Some of the measurements will come from external sources, although most can be obtained from your data. Additionally, to ensure the vendors are providing the highest levels of customer service, we propose surveying the employee population.

32.11 Claims consultation as needed on specific claims.

Our account team is available to support the city on every issues related to the management of the employee benefit plan including consultation of specific claims requiring consideration due to improper payment, high cost, and provider access or quality concerns. Once identified, McGriff will get to work and provide solutions and options.

Our first course of action is to listen and understand the issues.

- Is the claim pended for additional information or incorrect billing codes?
- Is the claim progressing to breach the individual stop-loss deductible?
- Does the claimant's condition and treatment plan require services not covered by the City's SPD?
- Is there another alternative to lower cost and maintain/improve claimant's condition?

Once we understand the issues, we seek resolution in consultation with the City, vendor partners and other McGriff personnel. As an example, below is a recent example of the innovations from McGriff.

Recently, McGriff had a large public entity client who had a 43% increase in pharmacy spend from 2018 to 2019 due to the addition of two high-cost specialty pharmaceuticals. This increase was roughly $1,000,000 in pharmacy spend.

McGriff was tasked by Leadership to develop innovative solution to reduce the increase and improve the care of affected members. McGriff analyzed several options to help mitigate the cost.

McGriff identified a wholesale vendor who could provide the drugs directly to the member at a 30% reduction. We also developed a program for the client's top thirteen most expensive drugs to incent the members to obtain their drugs from another outside vendor, ElectRX. ElectRX works with the member to obtain the drugs through distributors in Canada resulting in a savings of 40% to 60% per drug. The client utilizes the savings to provide the employee with cash incentive to work with ElectRX. The estimated potential savings to the plan was $710,000 or 21% reduction in specialty drugs costs.

Our team has significant experience consulting with our clients including:

- Resolving escalated claims issues as a result of eligibility, billing or coverage issues.
- Monitoring the Risk/Benefits satisfaction with each vendor partner's client service team
- Interfacing with Stop-Loss carriers for quick claim resolution and timely reimbursement.

32.12 Liaison between insurers, HMOs and service providers to assist in service performance problems.

Performance issues with vendors are a big concern for us and should an issue arise, McGriff will do everything we can to remedy the situation as soon as it is brought to our attention. It is always our goal both personally and professionally to maintain quality business relationships with carriers and other health services companies which are based on honesty and integrity. It is important to note that our allegiance is to the client first, and we will always represent and advocate for you in the most prudent and ethical manner.

Our first course of action is to seek resolution with our day to day contact and to inform them that their performance is subpar. We thoroughly explain the issues based on clear facts and actual results. If the performance does not improve, we will escalate the issue to the vendor's senior management. We have business with every carrier in the marketplace, and the volume and breadth of our accounts enables us to request that our vendors deliver exceptional service to our clients.

In addition, McGriff serves on a number of vendor advisory boards (15 unique carriers) which helps strengthen our relationships at the senior level. If performance is not corrected to the satisfaction of the City, our final recourse will be to work with the City's Purchasing Department and send an RFP to other vendors that can provide a higher level of service.

32.13 General assistance on benefit plan administration.

Our proposed five member account team (two Consultants, an Account Executive, an Account Manager and Financial Analyst) possesses over 75 years of direct experience in the employee benefit administration industry – almost all serving the public entity. Our team will work closely with the City to complement the current benefit staff; providing the desired and optimal resources to support the City's benefit plan administration needs. Additionally, our expertise allows us to provide educational training and transfer of knowledge to HR and Benefits staffs, elected officials and senior leadership; helping make the complex simple yet highly informative; grounded in best practices, sound advice and exceptional service.

Our client management approach is personal for each group. Our dedicated team approach ensures that the City will have a close relationship with those who are working on your account. Your dedicated McGriff team will have a complete understanding of your culture and goals for your employees and their benefits.

We believe our high client retention is a reflection of how we interact and provide service to our clients. We strive to exceed our clients' expectations each and every day. We stay in close communication with all of our clients and their decision makers to make sure they are satisfied with the partnership and our services. Once we get involved in an issue, we "own" it until it is completely resolved.

This philosophy is reflected in how we structure our consulting teams. The City of Midland would be assigned a five person strategic/core consulting team consisting of:

(2) Lead Consultants - Relationship Managers: Overall responsibility for the account; leads strategic oversight, program design and relationship management
(1) Account Executive: Responsible for project management; coordinates and works with all involved internal and external parties
(1) Account Manager: The day to day contact for responsible vendor execution, compliance, enrollment and communications.
(1) Account Manager/Financial: Supports the City with financial data and analysis including custom reports and budget projections.

In conjunction with our core consulting team, the City will have access to McGriff Specialty practices the areas of Compliance, Actuarial and Financial Analytics, Communications, Benefits Administration Technology, Pharmacy, HR Advisory, Clinical Wellness, Retirement Advisory Services, Flexible Benefits and Voluntary Benefits.

Our team prides itself on delivering the perfect client experience and we achieve that by being reliable, responsive, competent, and empathetic to any service or support issue. We have a staff that provides expertise in human resources as well as benefit administration consulting. With hands-on experience, they assist with the overall strategy to meet the City's expectations.

32.14 General consultation and information on legislation, regulations and other relevant forces.

With the vast number of benefits-related rules and regulations from both the Federal and State level, you need a trusted partner who can help manage the risks associated with providing employee benefits. To assist City staff with annual audits to ensure compliance with all mandated reporting and posting/notice requirements for its benefit plans, McGriff utilize its team of in-house compliance experts that operate through our McGriff platform. Our compliance team of legally-trained advisors and seasoned HR professionals proactively monitor changes in regulations that may impact your benefits including ACA, ERISA, HIPAA, COBRA, ADA and GINA, - then provide timely and actionable guidance. They are also available on a daily basis to assist our consultants in resolving the complex issues and problems that our clients face and to answer benefits related questions for our clients. While our team is a valuable resource to provide our consultants and clients prompt, reliable and articulate responses – insurance brokers/consultants, including McGriff, are not authorized to practice law and recommend that clients continue to use independent counsel for legal opinions.

In addition to our in-house legal counsel, McGriff has Haynes & Boone on retainer and maintains a relationship with The Ogletree Deakins Law Firm to provide legal services that exceed our scope or requires a legal opinion. This is a value-added benefit included in our scope of services.

Our compliance team also advises our Consultants and Account Executives and Managers on the growing legal obligations and regulatory requirements that our clients face with respect to their benefit plans. Our compliance resources track and report on federal and state legislative activity, highlighting important topics through:

- **Compliance Alerts:** published as needed to provide timely information, which our senior consultants review, interpret, and communicate to clients as appropriate.
- **McGriff Newsletters:** published weekly and monthly to communicate industry trends, corporate wellness information, and legislative and compliance updates. These updates not only provide a thorough review of the upcoming changes, but also detail out the steps you can take to address them in your organization.

- **Webinars:** provided to clients and staff with in-depth information on the laws, regulations, and topics affecting employee benefits.

Ongoing Service Support for Plan Management & Compliance

- Review all vendor contracts for compliance on a continuing basis to ensure federal compliance
- Review and maintain copies of current plan Certificate of Coverage and SPDs
- Participate in ongoing benefits strategy meetings with the City
- Continually work to identify issues and exposures to the City benefit offerings
- Provide updates and commentary on impact of legislative and regulatory changes
- Evaluate vendor-provided monthly reports on claims, premiums and enrollments and provide summary of findings each month
- Provide support for understanding and implementing changes in plans and administration required under Health Care Reform legislation including affordability and minimum value.
- Act as a resource for other policies and procedures that are impacted by the insurance benefits (i.e., vacation, sick leave, LOA policies, FMLA, etc.)
- Ongoing invitations to McGriff / Truist's compliance seminar series
- Provide annual compliance guide

McGriff also provides support to clients for their internal HIPAA compliance needs, ACA Reporting, Form 5500 and Summary Annual Report. Annual reporting compliance is part of our standard engagement.

Services provided at no additional cost include:

- ACA Reporting Consulting
- Signature ready IRS Form 5500s
- PCORI
- 6055 / 6056 Reporting (assistance)
- Wrap documents
- Summary Annual Report (SAR)
- Required participant notices

Services that would require an additional fee include:

- ACA Reporting Administration
- Discrimination testing
- Dependent Eligibility Audit
- DOL audit preparation
- Medical/Pharmacy Claim Audits
- Other actuarial projects outside of proposed Scope of Services

32.15 Attendance at management and employee meetings, if requested.

McGriff is known throughout the industry as accessible to our clients. Our senior consultants remain actively involved throughout the term of the contract. We are able to attend management and employee meetings, including budget work sessions, workshops and City Council meetings.

In the beginning of our engagement, we would prefer establish weekly or bi-weekly meetings (conference call, Web-ex) for the early portion of our relationship until both the City and McGriff feel our working partnership has solidified and of course, frequency of interactions are dependent on scope and calendar of services.

We understand the ongoing pandemic has disrupted normal and routine in-person interactions. We are flexible on how best to meet whether by video, phone conference or in-person. It is our desire, however to meet in person at least initially and as frequently as possible following all state and federal COVID protocols and City work-site rules and regulations.

Further, client calls and emails take priority in our daily activities. Clients will have all direct lines to McGriff's employee benefits team members responsible for day-to-day service. The City Benefits team will have cell phone numbers and email addresses to all primary representatives for questions before and after business hours.

Standardly, all calls and emails received before 1:00 p.m. will be returned same business day. After 1:00 p.m. they will be returned no later than the following business day. Urgent requests are handled immediately or within an agreed upon timeframe.

Note: our proposed fee is all inclusive of travel expenses and materials for in-person meetings at the City offices.

32.16 Benefits information and other publications the Proposer produces and provides to customers.

We provide an annual in-depth compliance disclosure and reporting document for all of our clients. We meet one-on-one to determine what areas of both ACA-related compliance as well as general welfare benefit plan compliance need to be addressed. Once we determine those issues, we will work with our compliance services team to update each area of concern. If there are any issues we cannot correct internally, we will recommend other options.

In addition to the compliance review, we also provide a HIPAA toolkit, and a COBRA procedure manual. We provide a comprehensive suite of ERISA and employee benefit compliance services. Administrative services include: Wrap Plan Documents / SPD creation and review, Section 125 plan documents, 5500 completion and filing support, required benefit plan notices, HIPAA toolkit, and COBRA administration services at no additional cost.

Our compliance team track and report on federal and state legislative activity, highlighting important topics through notification of our clients by providing:

- **Compliance alerts:** Our compliance alerts provide our clients with the latest news regarding employee benefits. Alerts are published as needed to provide timely information and are all reviewed and interpreted by our senior consultants before they are communicated to clients.
- **Compliance newsletters:** Our monthly and quarterly newsletters provide concise, attorney-reviewed summaries of legislative and compliance updates to keep you informed of the latest regulations. Our easy to read articles will help you find answers to your common COBRA, FMLA, health care reform, HIPAA, Medicare Part D and Section 125 questions. Our newsletters not only provide a thorough review of the upcoming changes, but also detail the steps you can take to address them within your organization.
- **Webinars and seminars:** As a McGriff client, you are invited to participate in educational webinars and seminars conducted by a national law firm that represents employers in all aspects of labor and employment law, employment litigation and employee benefits. Our sessions also offer professional continuing education credits for approved meetings.
- **Compliance checklists:** Each year our compliance team prepares a comprehensive compliance checklist that your Account Mangers will review with you. In additional to the full compliance checklist, we also provide you with an abbreviated checklist with items that are specifically relevant to open enrollment.

McGriff also strives to keep our staff abreast of industry and legislative changes. In addition to the continuing education requirements for licensing, we also encourage our staff to obtain professional designations, elevating their creditability as a professional in employee benefits. Many of the staff that would be working directly on your account hold professional designations that allow them to better analyze your group benefits with respect to the ACA environment, contract provisions, marketing, underwriting, plan designs, cost containment and alternate funding methods.

32.17 Five-year budget and plan reserve projections.

Our Financial Analytics team will guide the City to make sound data driven decisions about plan design and contribution strategies, costs and risk. McGriff houses our own team of underwriters and actuarial experts that handle group risk assessment, claims analysis, renewal projections, trend analysis, and plan design recommendations, plan reserve (IBNR) calculations and five year budget projections. We have experience in both fully insured and self-insured environments. Our analytical services include, but are not limited to:

- Forecasting of self-funded plan costs (annual) including annual benchmarking
- Rolling three to five (3 to 5) year forecasting including historical look backs
- Review and establishment of self-funded Incurred but Not Reported (IBNR) reserves
- Analysis of impact of cost changes and employee contribution strategies
- Monthly review of financial performance against budgets and target for self-funded plans
- Establishment of accrual / premium equivalent and COBRA rates for self-funded
- Coronavirus Impact Analysis Key Findings for McGriff Book of Business

32.18 Describe any educational services your firm could offer to the Health and Wellness Committee members or staff; e.g., newsletters, client roundtables, seminars, etc.

We offer educational webinars on HR and benefits related topics that provide CE credits for attendance. These seminars are offered on a regular basis. Additional sessions are provided as needed based on breaking news that could impact clients. Additionally, we offer ongoing education sessions on Health Care Reform hosted by our in-house attorneys and The Ogletree Deakins Law Firm, which are communicated separately via e-mails.

In addition to webinars, we communicate with clients at least weekly with newsletters on the most relevant topics for that week. We use our routine calls and face-to-face meetings as a means to keep clients notified, and we provide updated health care reform analysis specific to client plans during renewals.

Our team will traditionally conduct an environmental assessment of City's policies and worksite issues relating to wellness and its impact on the City's claim experience. We will work hand in hand with all stakeholders – the City's HR, Benefits and Wellness teams and City Leadership to see that all important issues are addressed. Routinely, all current wellness strategies – both in-house and external vendors are analyzed for:

- Cost effectiveness and measurement of key performance indicators
- Proper design and programing based on City culture
- Alignment with City's strategic vision regarding employee health, wellness and total rewards
- Together, we will develop multi-year strategies and phased approaches, offer guidance in evaluating vendors, and provide ongoing support and counsel in the following key areas:
  - **Program Assessment** – We help with data collection and review, historical analysis, defining goals, understanding cultural considerations and implement consistent performance standard to measure outcomes and each program's quantitative and qualitative value.
  - **Consultative Support and Stewardship** – Developing and maintaining an effective clinical wellness program requires a multi-faceted approach that evolves with your employees. We work with you for the long-term as a trusted advisor providing support for strategic initiatives and helping to address challenges.
  - **Thought Leadership** – Stay up to date on the latest workplace wellness industry trends with white papers, email alerts, webinars and in-person presentations.

Additional Commentary
Clinical wellness solutions can help clients manage financial risk by positively impacting employee health, morale, and retention. We integrate well-being with other appropriate resources in data analytics, human resource consulting, risk management, and technology to provide comprehensive, long-term solutions. By providing on-going support and identifying unique population considerations and goals, we develop multi-faceted strategic initiatives that allow employees to lead healthier lives.

To measure the performance of a program, we use a combination of data sources to determine and monitor Key Performance Indicators (KPIs, such as preventive care, gaps in care compliance, and ER visits) and Value-on-Investment metrics (VOI; such as measurements of employee satisfaction and engagement, risk migration, recruitment, and retention). This allows us to advise on plan changes, partner with best in class solutions, and refine communications as needed to improve results.

Because daily behaviors and environment have been shown to exert more of an influence on health than clinical services alone, employers are uniquely poised to influence the health of their team through smart programming and delivery of consumer centric services (convenience care, food sourcing, gyms, walking trails, digital applications), and building a culture that supports health by making the healthy choice the easier choice.

To create a true culture of health, McGriff believes these factors must be present:

- **Trust** - promotion of total employee health as an organizational value and meaningful use of information collected
- **Communications** - on-going, targeted and strategic using multiple channels to support programs and engagement based on identified employee needs and interests surveys
- **Environmental and Social Support** - healthy options visible on-site, commitment to work/life balance, peer support and inclusion of family unit (e.g. spouses)
- **Leadership Support** - all levels of management and leadership support initiatives and policies implemented that support health initiatives

Resumes of Key Personnel



33.0 Resumes of Key Personnel Who Will Provide Services to the City

Provide resumes of the people who will be doing the actual work.

It is our belief we have an indisputable competitive advantage over our competitors and it is namely our people. We have some of the most knowledgeable, experienced and passionate people in this industry – especially working with the government buyer. We recruit talent with unique backgrounds, experience and perspectives. Our team consists of former underwriters and senior leaders from large insurance carriers, account managers from competitors, and leaders from within and outside our industry.

All Key personnel are based in Texas and the City will be served by our national public entity client team and dedicated resources.



John Bass, CEBS, Vice President, is a senior consultant and will serve as lead consultant for the City. He is a Certified Employee Benefit Specialist (CEBS). John has over 35 years in employee benefits administration and client facing leadership roles within the health and benefits industry including serving as the National Practice Lead for Public Sector and Labor markets for a major managed care organization. John is an industry expert on health strategy, managed care and clinical applications and has extensive knowledge of benefit plan design and management. In his career, he has served many public plan sponsors including state and local governments and public educational institutions.



Scott Gibbs, Senior Vice President is McGriff's National Public Entity Benefits Practice Leader. Scott will provide senior consulting and financial analysis support to the City. Scott has been with McGriff for over 18 years and 22 years in the industry. Scott serves on the McGriff Executive Team and holds a Life and Health Insurance Counselor's License. In addition, he holds the certification of Certified Government Benefits Administrator through State and Local Government Benefits Association (SALGBA), SALGBA is one of the largest professional organizations providing government entities with educational and collaborative support. He also serves on the SALGBA Board and is a frequent speaker at regional and national conferences. Scott currently works with over 20 different public entity clients providing creative solutions for all aspects of their health and welfare benefit plans.



Cristina Palacios, Account Executive, will be the lead service team member on the City's account. Cristina has been with McGriff for eight years. In addition, she holds the certification of Certified Government Benefits Administrator through State and Local Government Benefits Association (SALGBA), SALGBA is one of the largest professional organizations providing government entities with educational and collaborative support. Cristina has worked for 10 years in the employee benefits arena. Fluent in Spanish, Cristina provides expertise in helping clients develop innovative solutions managing their entire health and welfare benefit programs, has a servant spirit and aligns closely to help her client's achieve both their short and long term goals.



Niki Ross, Account Manager will provide additional client service support (day to day) to the City working closely with Cristina. Niki has been with McGriff for four years. In addition, she holds the certification of Certified Government Benefits Administrator through State and Local Government Benefits Association (SALGBA), SALGBA is one of the largest professional organizations providing government entities with educational and collaborative support. Prior to joining McGriff, Niki held Benefits and Wellness Program Management positions for two other municipal governments in Texas. Niki has a strong employee benefit communication background, is grounded in HR and Compliance issues and help her clients strategically assess annual enrollment strategies and communications. Niki fully understands a HR and Benefit professional's daily work schedule and the pressure of working within a public entity having served in these roles prior to joining McGriff.



Jordan Nixon, Account Manager/Financial Analyst is the assigned financial data and reporting analyst for the City. Jordan has been with McGriff for four years and provides all standard reporting and data analytics to the City. Jordan is highly engaged in his clients' data needs working to customize data reports and analytics for the benefit of the client. Jordan is responsible for all monthly, quarterly and annual reporting including budget projections, financial forecasts, IBNR calculations and annual benefit benchmarking. Jordan serves a as member of McGriff's National Financial Analytics and Reporting Team.

JOHN D. BASS, CEBS
Vice President – Employee Benefits

Direct: 210.339.2481
Email: john.bass@mcgriff.com

EDUCATION

Bachelor of Arts (Economics), Austin College, Sherman, Texas

LICENSES/CERTIFICATIONS

Texas General Agent – Life, Accident, Health and HMO
Certified Employee Benefit Specialist (CEBS) – The Wharton School, University of Pennsylvania

AREAS OF EXPERTISE

- Broad experience in health and benefit strategy and expert in managed care and clinical applications.
- Extensive knowledge of architecture for benefit design and emerging strategies
- Member of McGriff's National Public and Educational Entity Consulting Practice
- Expert in understanding hospital and provider network configurations: ACOs, PCMHs, Direct Primary Care models and the applicable payment methodologies to assess overall financial performance and care improvement
- Skilled at long-term strategic planning using plan data, peer benchmarking and insight analytics for process improvement.
- Experienced with Vendor Management and Procurement Strategies
- Expert with Retiree strategies using Group Medicare / Medicare Advantage to reduce OPEB liability

EXPERIENCE HISTORY

McGriff Insurance Services 2020 to Present
Vice President

UnitedHealthcare 1995 - 2020
Various roles including Regional Vice President
& National Practice Lead for Public Sector / Labor & Trust

The Travelers Insurance Company 1983 – 1995
Sales Leader- Commercial Markets

SCOTT GIBBS
Senior Vice President/Employee Benefits
Public Entity Practice Leader

Direct: 469.232.2188
Email: sgibbs@mcgriff.com

EDUCATION

Bachelor of Arts in Sociology, Baylor University
Master of Science in Health Care Administration, Trinity University

LICENSES/CERTIFICATIONS

Texas General Agent
Texas Life, Accident, Health & HMO
Texas Life & Health Insurance Counselor
Non-Resident Life & Health License in Multiple States
Certified Government Benefits Administrator (CGBA) through State and Local Government Benefits Association (SALGBA)

AREAS OF EXPERTISE

- Servicing all health and welfare benefits plans for large employers
- Primary focus large public entities
- Long term strategic planning with employers allowing them to develop an overall corporate benefits plan that is consistent with the company's future goals and budget
- Evaluating carrier underwriting on both fully-insured and self-funded plans
- Evaluating risk and funding arrangements for both new business and renewals
- Evaluating provider network access and discounts
- Associate Board Member State and Local Government Benefits Association (SALGBA)

EXPERIENCE HISTORY

McGriff Insurance Services 2002 – Present
Senior Vice President/Employee Benefits National Practice Leader

Benefit Partners 2000 – 2002
Principal

Humana 1999 - 2000
Sales Manager

CRISTINA PALACIOS
Account Executive

Direct: 469.232.2153
Email: cpalacios@mcgriff.com

EDUCATION

M.B.A., Strategic Business – Universidad Internacional del Ecuador

LICENSES / CERTIFICATIONS

General Lines Agent License, Life, Accident, Health and HMO
Certified Government Benefits Administrator (CGBA)

AREAS OF EXPERTISE

- Develop strategies to achieve long-term employee benefit goals that help with recruiting and retention.
- Help to meet client needs on a daily basis by assisting with escalated claims, billing issues and plan questions
- Guide clients at renewal by finding the most attractive plans for their employees while negotiating the most competitive rates with multiple year rate guarantees
- Available for open enrollment meetings in English or Spanish and can create communication materials in both languages
- Wellness and Health programs
- Navigating through the compliance issues surrounding HealthCare Reform

EXPERIENCE HISTORY

McGriff Insurance Services, Inc. 2012 - Present
Account Executive

IMA Waldman Bros. 2010 - 2012
Marketing Representative, Benefits Division

NIKI ROSS
Account Manager

Direct: 469-232-2198
Email: nross@mcgriff.com

EDUCATION

B.A. Corporate Communication, West Texas A&M University
M.A. in Public Administration, University of North Texas

LICENSES / CERTIFICATIONS

General Lines Agent, Life, Accident, Health and HMO
CGBA - Certified Government Benefits Administrator

AREAS OF EXPERTISE

- Tracking and analysis of benefit plan performance
- Marketing, proposal comparison and analysis
- Benefits administration, including benefit plan
- Implementation and transfer or eligibility data to vendors
- Strong wellness and health being background

EXPERIENCE HISTORY

McGriff Insurance Services, Inc. 2018 - Present
Account Service Representative

Authority of Georgetown 2015 – 2018
Benefits & Wellness Program Administrator

Authority of Grapevine 2014 - 2015
Benefits & Wellness Coordinator

JORDAN NIXON
Account Manager / Financial Analyst

Direct: 469-232-2134
Email: jnixon@mcgriff.com

EDUCATION

Bachelor of Arts in Mathematics with Biblical Studies Minor, Ouachita Baptist University

LICENSES / CERTIFICATIONS

General Lines Agent, Life Accident & Health & HMO

AREAS OF EXPERTISE

- Tracking and analysis of benefit plan performance
- Proposal comparison and analysis
- Benefits administration, including transfer of eligibility data to vendors
- Benchmarking analysis
- Stop Loss threshold analysis
- Data Analytics platform specialist

EXPERIENCE HISTORY

McGriff Insurance Services, Inc. 2017 - Present
Financial Analyst

References



34.0 References

34.1 Please provide a list the names of at least five (5) organizations similar in size to the City's group for which your firm has served as the benefit consultant responsible for RFP development, evaluation, etc. Give address, telephone number and title of person to be contacted for reference.

City of Arlington
Name/Title: Robert Warren; Risk and Benefits Manager, Human Resources
Address: 101 S. Mesquite Street Suite 790, Arlington, Texas 76010
Phone Number: 817-575-8992

Lubbock County
Name/Title: Greg George; Director of Human Resources
Address: 916 Main Street, Lubbock, Texas 79408
Phone Number: 806-775-7690

City of Mesquite
Name/Title: Rick French; Human Resource Director
Address: 1515 North Galloway Avenue, Mesquite, Texas 75149
Phone Number: 972-216-6399

City of Albuquerque
Name/Title: Mark A. Saiz; Insurance and Benefits Manager
Address: 400 Marquette N.W. - City Hall 7th Floor, Room 702, Albuquerque, New Mexico 87103
Phone Number: 505-768-2927

City of Harlingen
Name/Title: Efren Hernandez, Director of Human Resources, Risk Management and Civil Service
Address: 118 E. Tyler, Harlingen, Texas 78550
Phone Number: 956-216-5024

34.2 Provide the same information for three (3) clients that have terminated your firm in the last two years.

City of Bryan
Name/Title: Cindy Kirk; Risk Manager
Address: 300 S. Texas #213, Bryan, TX 77803
Phone Number: 979-209-5054

Tom Green County
Name/Title: Nate Southard; Director of Human Resources
Address: 113 W. Beauregard Street 2nd Floor, San Angelo, Texas 76903
Phone Number: 325-659-3248

Harlingen Consolidated ISD
Name/Title: Julio Cavazos; Assistant Superintendent for Business Services
Address: 407 N. 77 Sunshine Strip, Harlingen, TX 78552
Phone Number: 956-430-9730

34.3 The City of Midland reserves the right to contact those clients to determine the scope of the work you performed and their evaluation of your services. By responding to the questionnaire, you are authorizing the City of Midland to contact such persons.

Confirmed

Work Samples and Additional Information



35.0 Work Samples

35.1 A sample "blind" medical Request for Proposal that your firm prepared for another client.

Client RFPs are proprietary and customized for each particular customer based on the exact needs and services requested. We are able to provide specific information in how McGriff works with our clients' in the RFP process.

In designing a competitive program, a key element will be benchmarking against similar organizations, as well as regional and national norms. We will consider the strengths of the existing programs, identify any weaknesses and determine cost effectiveness, competitiveness and the administration efficiency of each program.

We will discuss what considerations are most important to you in areas such as quality of care, cost efficiency, administrative ease and employee reaction. We will discuss your tolerance for risk as it relates to financial strategy. We will also discuss newer style plans and networks and other innovative approaches to healthcare deliver and cost management.

Using these guidelines, your McGriff team will prepare a RFP based on timely research and strategies which allows you to gauge different options in the marketplace and ultimately, implement a solution that is most appropriate for you. Your McGriff team will ensure all proposed programs address legislation, compliance and regulation constraints.

Once you have reviewed our proposed draft, we're ready to go to market working closely with the City's purchasing department. We will work jointly with you to identify potential markets that serve your needs and assist you with analyzing carrier networks for adequate physicians and hospitals in the areas where your employees live.

Vendors will be asked to complete a general questionnaire about their firm and provide specific responses to areas most important to the City including network design, client management, innovations, cost management strategies, pharmacy administration, account administration, consumer tools and resources. Vendors will measured for their quality of service, available funding options, level of claim detail they will provide and their willingness to implement performance guarantees. Your McGriff team will formulate an RFP based around your objectives and your performance expectations.

Your McGriff team will meet with you to review the responses to the RFP and share our initial thoughts to each vendor's response. This candid discussion allows us to identify which vendors should be brought in for a finalist meeting. These interviews will be jointly conducted with your McGriff team and will allow you and each vendor to clarify any issues regarding your plans. This process provides an opportunity for you to learn which of the vendors may be the best fit for your needs, objectives and corporate culture.

Once a vendor has been selected and contract awarded, we will begin implementing the selected programs. During this process your McGriff team will develop an implementation calendar and will work closely with each vendor to make certain the programs are implemented correctly and in a timely manner. We will confirm all fees, plan designs, claim system setup, reporting structure and data requirements. We will help you complete the carrier application, review carrier takeover issues, ensure the eligibility file is transferred and request all required documents (contract agreement, SPD / Plan document, and administrative manual and performance agreements) prior to the effective date.

35.2 A sample of as many items listed in Section 34.0 SCOPE OF SERVICES AND PERSONNEL

An inventory of our sample work–reports, charts, compliance services, etc. are listed as a separate attachment to the RFP. Below is a brief snapshot of the samples.



Benefits Guides



Posters &
Email Blasts



Flyers



Brochures



Newsletters



Market Updates



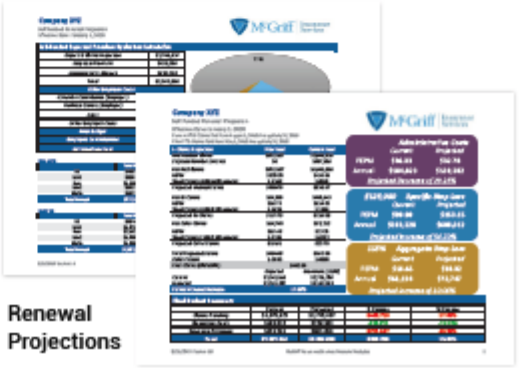
Compliance Alerts



Claims Report



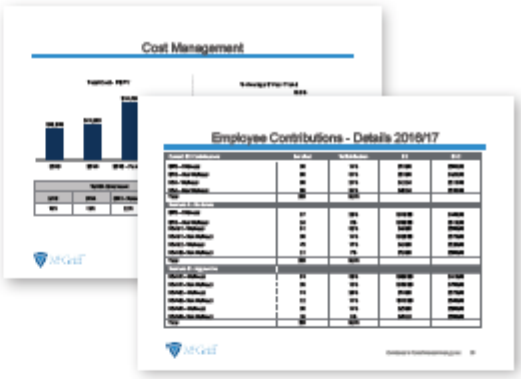
Emergency Alerts and Handouts



Renewal Projections



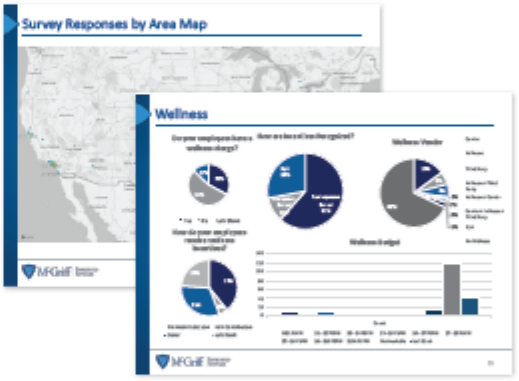
Plan Performance Report



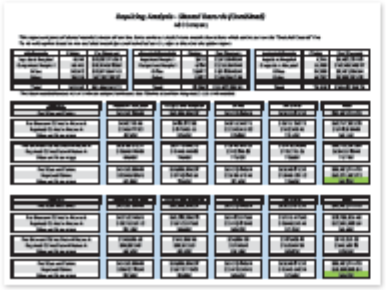
Program Strategies



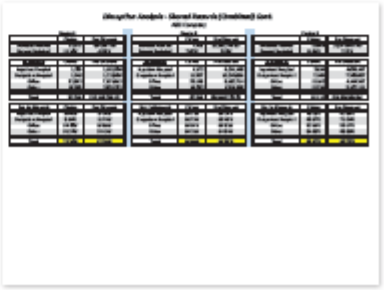
Data Analytics



Benchmarking Report



Reprice Analysis



Disruption Analysis

35.3 Please describe the consulting services that your firm would provide on any technical, policy or administrative issues that would improve plan administration or maintain plan compliance due to regulatory changes. Include how you would measure plan administration vs. "best practices".

McGriff is a full service brokerage and consulting firm and provide our clients with a comprehensive portfolio of services. This is a distinguishing feature compared to other proposers. To that end, we wish to highlight several specific consulting services that are included in our fee would improve the city's plan administration, compliance and likely reduce overall plan costs.

Human Resources Advisory – McGriff will provide advice, best practices and insights on a wide range of HR issues across the employee life cycle including direct access to McGriff's in-house HR Advisory team led by Janie Warner. We are here to assist our clients, help train their staff and address employers' most critical concerns. People risk is inevitable for an organization and reducing it is no small feat given the potential risks, ever-changing legislation and the need for high impact expertise in the moment. McGriff recognizes these significant risks center around an organization's people. To that end, we also provide our clients no-cost access to **Think HR** – a robust resource with live advisor, reliable content and interactive technology solutions that provides an end-to end People Risk Management Section. We can produce an annual "cost impact" report showing how much the City has saved in plan administration expenses by using Think HR.

McGriff can provide your HR team with guidance on practically every HR topic, issue or concern. If you're like most human resources professionals, you probably have more work than time. Let us give you more time back in your day by providing timely research, information and thought leadership to help you with your HR strategy.

Compliance – Legislative alerts, webinars, white papers, and other resources from our team of law-degreed advisors to keep you current on compliance issues. McGriff has a team of in-house attorneys and legal advisors that operate through our McGriff platform. They serve many purposes; internally, they advise our consultants on the growing legal obligations and regulatory requirements that our clients face with respect to their benefit plans, including ERISA and ACA compliance. They are also available on a daily basis to assist our consultants in resolving the complex issues and problems that our clients face and to answer benefits related questions for our clients.

In addition to our in-house legal counsel, McGriff has Haynes & Boone on retainer and maintains a relationship with The Ogletree Deakins Law Firm to provide legal services that exceed our scope or requires a legal opinion. This is a value-added benefit included in our scope of services.

Lastly, the cost impact can be significant since this service is included in our core fees saving the City time and expenses from securing compliance resources from a third party.

Communications – Strategies that build awareness, educate employees and drive engagement in your benefits. For years, benefit communications have largely focused on plan attributes – "what is my deductible, co-payment, and out of pocket maximum" and basics such as choosing a network provider vs. out of network provider. There is plenty of research to suggest that health literacy and sub-optimal health care decision making remains an area for great improvement.

McGriff has continued to build out our digital capabilities to enhance your "virtual communication" tools and resources to help you communicate more effectively with your employees about benefits, open enrollment, financial-related issues, and other HR-related topics. McGriff has licensed Flimp's standard video library for you to use to educate employees about benefits. The library consists of 60 videos (1:30-2:00 minutes in length), in both English and Spanish, that provide an overview of the benefits and other topics in 4 main categories – Medical and Pharmacy, Voluntary and Specialty, Financial and Other HR Topics. There is no additional cost for the City to access our digital video library.

Benefits Administration Technology – Knowledge and experience to help select the best technology solution to meet your needs and the guidance to ensure a successful implementation. McGriff has the expertise to help you make the

best technology decisions for you, your employees and your organization. Since we live and breathe benefits every day, you can rely on us to provide unbiased advice to identify the best partner to meet your needs.

Our team can help identify a solution that could eliminate the need to make repetitive entries into multiple sites to add, term or change employee coverage – or into payroll to make appropriate payroll deductions. By choosing and implementing the right technology, you can more easily audit and monitor insurance eligibility to ensure billing is accurate and benefits are administered correctly and timely – saving the City precious time, resources and money.

36.0 Other

36.1 Include an affirmative statement to the effect that Proposer Company's retention, if selected, shall not result in a conflict of interest with any party which may be affected under this agreement.

To the best of our knowledge, McGriff Insurance Services, Inc., should it be awarded the contract for Health Benefit Consultant – RFP 21002083, shall not result in a conflict of interest with any party which may be affected under this agreement.

36.2 A Statement certifying that your company agrees that, if selected, it would be prohibited from receiving any brokerage fees or any form of commission from those providers who might respond to your prospective medical Request for Proposal.

McGriff will not accept commissions, overrides or any form of remuneration from the City's vendors in connection with a medical Request for Proposal.

36.3 If Proposer or any company(s) affiliated with Proposer has or recently (within the last 24 months) had a financial arrangement, including but not limited to a brokerage relationship, with any medical benefit providers, please disclose all such associations.

McGriff Insurance Services, Inc. has no financial arrangement or brokerage relationship with any medical benefit providers.

36.4 Litigation against the firm during the last five years.

McGriff Insurance Services, Inc. may from time to time and in the course of normal business find itself involved in litigation, arbitration or regulatory proceedings. As a wholly owned subsidiary of Truist Insurance Holdings, Inc., which is a wholly owned subsidiary of Truist Financial Corporation (NYSE: TFC), information regarding matters of this nature and deemed to be pertinent will be disclosed within quarterly and annual regulatory filings. Additional information is available at https://ir.truist.com/.

Further, within the past five (5 years), McGriff is not involved in any matter that should affect our ability to provide the services being requested by the City of Midland.

Core Brokerage & Consulting Services

Strategic Planning		
• Executive management meetings and benefits philosophy development • Development of 3-5 year strategy • Benchmark plan design, costs and cost sharing	• Employee contribution strategies • Development of prototype plan designs provide to bring in additional members support	**$50,000** McGriff Core Consulting
Underwriting & Actuarial		
• Budget development, tracking, variance analysis • COBRA rate development • Multi-year cost projections and renewal forecasting • Large claim tracking - stop loss management (If Applicable) • Plan design modeling	• Experience monitoring (according to data availability), including: – Trend analysis – Claim utilization analysis – Pharmacy utilization analysis – Contribution modeling – Workforce demographic analysis and profiling – Review of medical network usage	Included in Fee
Benefit Plan Renewal Process		
• Evaluate alternatives to current plan strategy and funding options that may better support your company's long-term needs • Prepare alternative funding analysis and actuarial analysis of claim reserves • Develop a multi-year strategy and objectives for benefit plans focused on reducing and preventing health risks • Conduct renewal negotiations with insurance carriers and vendors • Evaluate and make recommendations on employee cost-sharing strategies	• Produce renewal projections • Work with vendors to review performance of medical and Rx programs in areas including large claims, network utilization, provider discounts, drug utilization, etc. Provide recommendations for improving cost-management performance • Analyze employee demographics to identify trends, pattern and potential cost drivers • Recommend new programs that increase plan value and support plan objectives	Included in Fee
Vendor Marketing Review & Vendor Management		
• Develop requests to solicit proposals from medical, pharmacy and ancillary vendors • Request proposals and analyze vendor submissions to assess product capability and fit, network access and quality, health management capabilities and tools, employee resources and tools, reporting and analytics and overall costs • Summarize results and provide recommendation for selecting a vendor that will best support your company's objectives going forward	• Assist with changes to vendors, • processes and programs • Negotiate performance guarantees with vendors • Assist with ongoing vendor management and resolution to problems as they occur	Included in Fee

Plan Communications & Open Enrollment Service and Support		
• Coordinate open enrollment and develop communication strategy • Design and develop customized benefits enrollment guide for new hires and open enrollments that can be distributed electronically • Develop customized open enrollment presentation for your company employees and conduct enrollment meetings, conference calls or webinars as necessary	• Coordinate and communicate renewal decisions with all vendors to ensure accuracy of systems and benefit information • Provide support for administrative system updates and file fees. • Coordinate enrollment meetings.	Included in Fee
Ongoing Service Support for Plan Management & Compliance		
• Review all vendor contracts for compliance on a continuing basis to ensure federal compliance • Review and maintain copies of current plan SPDs • Participate in ongoing benefits strategy meetings with your company • Continually work to identify issues and exposures to your company benefit offerings • Provide updates and commentary on impact of legislative and regulatory changes • Evaluate vendor-provided reports on claims, premiums and enrollments and provide summary of findings (As data is available)	• Provide support for understanding and implementing changes in plans and administration required under Health • Care Reform legislation including affordability and minimum value. • Act as a resource for other policies and procedures that are impacted by the insurance benefits (i.e., vacation, sick leave, LOA policies, FMLA, etc.) • Ongoing invitations to McGriff/Truist's compliance seminar series • Provide annual compliance guide	Included in Fee
Wellness Consulting Services		
• Wellness Vendor RFP • Review of claims, demographics, and utilization data to identify key health issues and cost drivers in your company's population and provide recommendations for improving performance • Provide recommendation for developing a corporate wellness strategy based on key clinical and cost issues identified in your company's population • Provide recommendations for implementing online health risk assessments, on-site biometric screenings and other programs that can be used to augment current wellness initiatives	• Review health plan benefits to assess potential integration with wellness initiatives • Manage and administer wellness marketing and communications • Supervise the performance of the program overall • Analyze results and recommend wellness program activities and modifications • Provide wellness communications • Flu Shot Clinic coordination and oversight	Included in Fee

HR Support Services (HR Training – Provided By McGriff)	
• Monthly HR educational webinars on a broad range of HR topics • SHRM approved for CE credit • Think HR – robust on-line resource with live advisor, reliable content and interactive technology solutions that provides an end-to end People Risk Management Section.	Included in Fee
Retirement Advisory Services (Optional – See Proposed Scope of Work)	
• Actuarial Services – GASB 75 Valuation and disclosures • Fee is based on annual valuation and disclosures • Additional fees outside scope billed on a per hourly basis unless other arrangements are made	**$18,000**

- Annual Consulting Fees guaranteed for four years - $55,000 for years five and six.
- The fee is inclusive of materials and supplies, travel expense and other administrative costs.
- We will apply any existing commissions as an offset to our proposed fee or apply toward additional services.
- We wish to work together to choose the best billing frequency that works best for the City of Midland.
- Further, we will place 75% of our fees at risk as a sign of good faith. We are confident the City will be pleased with our services and the financial impact on your overall cost structure.

Performance Guarantees

McGriff is willing to place 75% of core consulting fees at risk annually based on the following metrics: (Scoring criteria and methods to be mutually agreed upon)

Category	Guarantee	Fees at Risk
Account Management		
Overall Account Management	• 24-Hour response on urgent requests • 3-Hour telephone, text, in-person or email response on sensitive or time-sensitive issues	**25%**
Renewal Management		
Financial and Methodological Review of Renewal Assumptions	• Validate/compare City's annual medical/prescription costs to annual industry trend methodology to ensure City's annual trend is below industry standards • Identify and prioritize City's needs and preferences prior to benefits renewal or placement	**25%**
Cost Mitigation Strategies	• Present alternative solutions to maintain existing cost basis on medical benefits such as alternative plan options and include projected savings, benefits and financial impact • Provide alternative(s) for pharmaceutical cost reduction from price structure to include projecting savings or discounts	**25%**
Innovation		
Solutions	• Introduce innovative emerging cost saving marketplace solutions specific to City that add quantifiable value and provide its impact(s)	**25%**
Total		**100%**

City of Midland, TX
Retirement Consulting – GASB 75



Retirement Consulting
Steve Bull – Business Development Officer
(m) 336.971.5106
sbull@mcgriff.com
linkedin.com/in/stevebullretirementconsultant

1 EXPERIENCE

We have more than 150 clients that utilize our services for strategic advice and measuring liabilities pursuant to GASB 75. Our experience with actuarial liabilities related to other post-employment benefits predates GASB 75. Our experience with these kinds of valuations began in the late 1980's. We have helped clients adopt and transition to GASB 45. We continued to help our clients manage these obligations according to the measurement and reporting requirements of GASB 75. We have completed 1,000's of OPEB analyses over the past 30 years.

2 FEES

Proposed fees for: **City of Midland, TX**

Service Description	Total Fees
Actuarial Services – GASB 75 Valuation and disclosures	$18,000

McGriff Employee Benefit Solutions Retirement Consulting is a fee for service consulting firm:

Resources

- Access to experienced and professional advisors current on recent legislation
- Benefit professionals all in good standing with their respective organizations and current on continuing education requirements
- Valuation and participant databases that are updated for enhanced member experience
- Safety and security protected with the same level of security as a bank or brokerage account

Fees

- Are based on the time involved to complete the service using the most efficient and competent resource at the lowest possible billing rate
- Fees are based on the scope of services

3 OTHER

The McGriff Process

The preparation of GASB cost and liabilities reporting require an annual review of employee and plan information. Generally, a valuation must be performed every year for GASB 75.

Each project begins with a discovery meeting with your Consulting Actuary, and other appropriate members of your McGriff Client Service Team. Client service needs are documented and the project commences.

McGriff will provide you with a detailed data request letter and sample letters to send to the insurance carrier(s). With your authorization, we will eliminate the burden of most data collection duties by gathering much of the necessary information internally from your McGriff broker.

The project steps include:

- Confirmation of the annual Client Service needs for GASB 75 valuation.
- Participant data is reconciled and updated on our database.
- Our actuaries regularly evaluate the plan's demographic and economic experience and make recommendations for periodic changes to keep assumptions in line with plan experience.
  - For this initial valuation our team will work with you to establish a reasonable set of assumptions.
  - We would not want the assumptions to over or under-state the plan obligations.
- Valuation software coding is completed and validated through quality control processes.
- In the future, plan changes are coded into our software and the effect of the plan change is determined.
- Valuation liabilities are completed by the Valuation Analyst and are checked by the Plan Actuary.
- The Consulting Actuary, along with any additional McGriff staff that may be necessary, reviews the results with you and addresses any questions.
- Presentation of results to City of Midland, TX, typically via a Webcast.
- McGriff will review with you our understanding of plan provisions, benefits provided and eligibility rules. It is critical that we understand the details of the promised benefits. Our understanding is committed to writing and placed in our report as a summary of the substantive plan provisions.
- Completion of an actuarial valuation report following GASB standards (We also provide the detailed information suggested by the GFOA.) The following information is included:
  a. actuarial accrued liability
  b. actuarial value of assets, if any
  c. the unfunded actuarial accrued liability
  d. normal cost
  e. annual required contribution (ARC) of the employer(s)
  f. annual OPEB cost
  g. net OPEB obligation (i.e. the balance sheet liability)

Details will be provided by status (active and inactive) and by pre and post Medicare. This will enable you to gain a better understanding of the sources of the Employer liabilities.

4 OTHER

In addition, items not included in the scope of regular valuation services above will be billed on an hourly basis in addition to the services listed. These items may include, but are not limited to:

- revisions to work products caused by errors or omissions in information submitted to the Firm
- data or assets having errors, omissions, or formatting problems beyond reasonable tolerances, which require additional screening, research, clean-up, or reconciliation, either with respect to on-going work or to initial set-up
- apportioning results among employees, divisions, or departments
- additional time related to changes in assumptions, methods, plan provisions, or applicable regulations
- additional time related to situations, events, or information unknown to the Firm at the time of estimating fees, either with respect to ongoing work or to initial set-up

Out-Of-Scope Services (Retirement Advisory Services Only)

We are a full-service actuarial consultant and administrative service provider. We offer a full range of services in addition to those for which the employer has contracted above. These services are available at hourly rates, and we can provide fee estimates in advance for approval before beginning any out-of-scope projects. In all cases, we work with clients to identify cost-effective alternatives, and to have the work completed at the lowest feasible billing rate.

Typical out-of-scope services include:

- Quantifying contribution levels, accounting expense, and other items, needed to evaluate changes to plan provisions.

- Implementation services for new or take-over plans. Consulting and advisement outside the normal scope of services.
- Multi-year or single-year projections of plan contribution requirements, accounting expense, and other measures for strategic planning and budgeting purposes.
- Support to the plan attorney and sponsor on plan amendments and restatements, and Summary Plan Descriptions.
- Support for audits, as well as support for regular ongoing plan and employer audits.
- Employee group or individual meetings, and other communications, as requested.
- Plan termination services, including feasibility studies, accounting, participant notifications, and coordination of the termination with other service providers.
- Consulting, advisement and implementation on risk reduction strategies, including asset-liability matching, glide-path strategies, annuity purchases, and lump sum buyouts.
- Preparation of disclosures for special financial reporting purposes such as plan terminations, settlements, and curtailments.

Fee Structure
For services outside our proposed scope of work (or unless agreed to in a separate fee arrangement), our hourly rates are as follows:

Level	Hourly Billing Rate Range
Senior Consultant / Actuary	$425 - $550
Consultant / Actuary	$325 - $425
Actuarial manager / senior analyst	$175 - $325
Analyst	$125 - $175
Administrative	$100 - $125

All information in this response to the request for proposal is proprietary and confidential. The Employer, its agents, and assigns, may not disclose any information contained herein without the express written consent of the Firm.

Exhibit A: Addendums



Exhibit A: Addendums

CITY OF MIDLAND

ADDENDUM

BID # 21002083

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 1

DATE: February 8, 2021

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

Q1. We understand that the initial contract awarded with be for 3 years. What are the RFP cycles for medical, pharmacy, stop, loss, dental/vision, voluntary benefits (i.e., when is the next RFP needed for them)? We are trying to understand when we would need to work on these RFPs on behalf of The City.

A1. Most likely year 2 or 3 of the initial contract.

Q2. What is the current commissions being paid for the same services requested? Does that fee include the following actuarial services - GASB valuation? OPEB evaluation? Does the fee include Pharmacy consulting during PBM RFPs and PBM and Rebate audits? CBIZ has all of these services in-house. Just determining for fee recommendation.

A2. No commissions are being paid to the Consultant.

Q3. Who is the current Medical Benefit Consultant.

A3. Smith & Associates Consulting
Eric Smith
PO Box 92398
Southlake, TX 76092

Page 1 of 5

Q4. Section 35.2 requests samples of as many items listed in Section 34. Section 34 is References. Outside of providing reference information, what exactly is The City looking for regarding samples?

A4. Section 34 incorrect should be Section 32 Scope of Services and Personnel

Q5. Who currently provides the GASB valuation services to the City and may we obtain a copy of the GASB 75 valuation reports covering FY 2019 and FY 2020.

A5. The valuation services are provided by MHBT and yes the copies of the GASB 75 for 2019 is available, 2020 isn't available until January 2022.

Q6. Does the City have full valuations done every year, or does the City utilize interim year valuations (when no material changes) during the "off" years?

A6. Yes, every year.

Q7. Our understanding is the next GASB 75 valuation will apply for fiscal year ending September 30, 2021. What is the approximate due date timeframe for this report?

A7. The next GASB 75 that will be completed is for the fiscal year 2020, it will be completed in January 2022.

Q8. Please confirm a qualifying, irrevocable OPEB Trust, as per GASB 74 standards, does not apply.

A8. Does not apply.

Q9. May we obtain a copy of your current contracts for Stop-Loss, Pharmacy and Third Party Administrative Services, as well as a current census?

A9. A public records request will need to be made.

Q10. In regards to the overall direction of your Health and Welfare Plans is cost more or less important than disruption?

A10. We are looking for what is best for the City and our employees. Both cost and disruption are important factors.

Q11. Any past experience where disruption, surprise out-of-network charges, or additional hassle factors (Noise) led to employee turn-over?

A11. Unknown.

Q12. Is it the experience of the City that high cost claimants are traveling outside of your local area network to more expensive settings in DFW and Houston and What % of your aggregate claims are associated with these services?

A12. A small percentage of aggregate claims are associated with this. Those traveling outside of the area is due to lack of availability of treatment locally.

Q13. Is current leadership receptive to paying more for consulting services with the understanding of a greater return on their investment?

A13. The City of Midland is looking for what is best for the City and our employees.

Q14. On a scale of 1-10 (10 being very motivated) is the City motivated to change?

A14. Unknown.

Q15. On a scale of 1-10 (10 being very engaged), how engaged are your employees in your wellness / total rewards programs?

A15. 4.

Q16. Are there any current provisions that allow excess revenue net of commissions to off-set your consultant's annual fee?

A16. No provisions.

Q17. Does the current consultant provide an integrated data warehouse solution at no cost, no connection fee and/or with no monthly maintenance fee?

A17. No intense data warehouse is being offered.

Q18. Is the current data warehouse and analytic service manually uploaded or automatically fed medical, pharmacy, disability, wellness, biometric and absentee data at no cost to the client?

A18. From the provider and TPA auto upload.

Q19. Please confirm if the proposal submission format should follow the Proposal requirements as described in Section 31.0 through 36.4.
a. Does the City requirement or prefer commentary to Sections 27.0 through Section 30.0?

A19. No requirement.

Q20. Does the City require a signature of Attachment A and submission with our response?

A20. No attachment A is for refence, if awarded Attachment A is required as written.

Q21. Signatures are required on the Cover Page and Conflict of Interest Questionnaire. Are these the only two documents requiring a proposer's signature?

A21. Two signatures required.

Q22. In the current Health Benefits Consultant contract, are commissions paid to the current consultant, if any from the City's non-medical programs? If yes, please describe.

A22. No commissions paid.

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

All other terms and conditions shall remain the same.

McGriff Insurance Services, Inc. Company Name	
 Bidder Authorized Signature	2/11/2021 Date
John D. Bass Please Print Above Name	210-339-2481 Phone

CITY OF MIDLAND

ADDENDUM

BID # 21002083

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 2

DATE: February 11, 2021

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

Q1. A question is posed on the cover page about Cooperative Agreements and references Section 27, page 7. Under Section 27 Scope of Services, I see no information about a Cooperative Agreement. What is The City's intentions/expectations surrounding Cooperative Agreements?

A1. Attachment A on page 14 in the RFP is a sample of the City's Agreement.

Q2. What are the current fees paid to current Consultant?

A2. $48,000 annually billed monthly plus travel expenses.

Q3. Are the costs for Section 29.1 included in the current fee or charged separately? How often are dependent eligibility verification, financial and/or programmatic audits requested?

A3. Cost are included in the current fee.

Q4. What is the effective date of the Benefits Plan? July 1st?

A4. The City of Midland Benefit Plan Year is calendar year.

Q5. How is the current health plan running?

A5. On a scale of 1 to 10, with one as poorly. Our plan is an 8 or 9

Q6. Is the City seeking a significant overhaul on their benefits plan or looking for more long term solutions?

A6. The City is looking at long-term solutions which are best for the Employees and the City.

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

All other terms and conditions shall remain the same.

McGriff Insurance Services, Inc.	
Company Name	
Bidder Authorized Signature	2/11/2021
	Date
John D. Bass	210-339-2481
Please Print Above Name	Phone

CITY OF MIDLAND

ADDENDUM

BID # 21002083

TO ALL BIDDERS ON THE SUBJECT BID:

ADDENDUM # 3

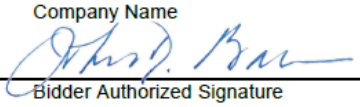
DATE: February 18, 2021

The following changes have been made to the specifications.

Bid opening date has been extended to Monday, March 1, 2020 at 1:30 p.m.

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

All other terms and conditions shall remain the same.

McGriff Insurance Services, Inc. Company Name	
 Bidder Authorized Signature	2/18/2021 Date
John D. Bass Please Print Above Name	210-339-2481 Phone

Page 1 of 1

Exhibit B: Required Forms, Sample Materials, and Reports



Exhibit B: Required Forms, Sample Materials, and Reports

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

McGriff Insurance Services, Inc.

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

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

N/A

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

N/A

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

7 Signature of vendor doing business with the governmental entity — 2/11/2021 Date

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

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

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

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

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

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

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

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

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



Sample Communication and Report Materials



Benefits Guides



Posters &
Email Blasts



Flyers



Brochures



Newsletters



Market Updates



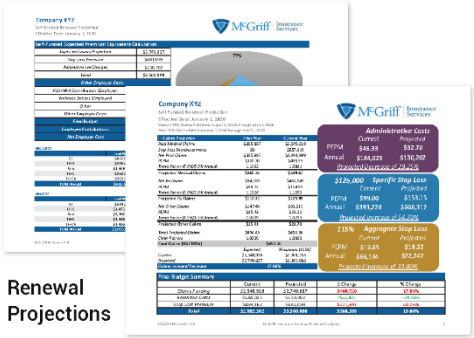
Compliance Alerts



Claims Report



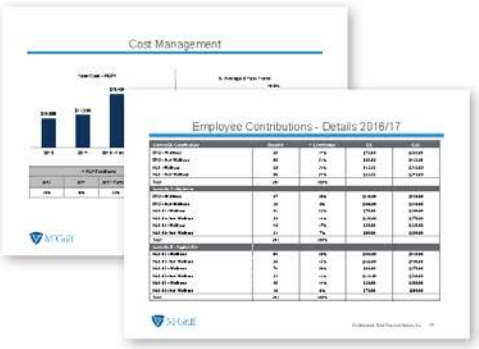
Emergency Alerts and Handouts



Renewal Projections



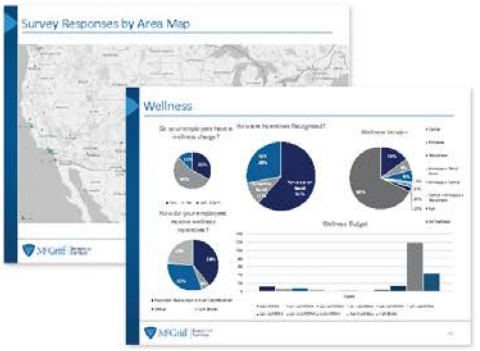
Plan Performance Report



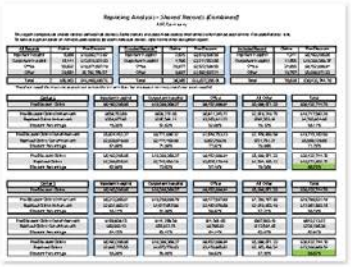
Program Strategies



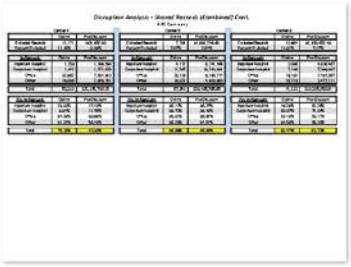
Data Analytics



Benchmarking Report



Reprice Analysis



Disruption Analysis

McGriff EMPLOYEE BENEFIT SOLUTIONS

McGriffInsurance.com

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People risk is inevitable for an organization, and reducing it is no small feat given the array of potential risks, ever-changing legislation and the need for high impact expertise in the moment. McGriff recognizes these significant risks center around an organization's people. To that end, we are excited to offer our clients **ThinkHR** — a robust resource with live advisors, reliable content and interactive technology solutions that provides an end-to-end People Risk Management solution.

Live

Certified HR Experts answer questions, render advice and follow up with research to resolve issues. These live advisors help research and explain situational fact patterns, instead of just reciting complex regulations. Accessible 8 a.m. to 8 p.m. ET each business day by phone and/or email.

Comply

Comprehensive resource center with all the forms, checklists and tools needed to maintain compliance, as well as a compliance calendar to remind HR of important deadlines and help avoid risk of regulatory penalties.

Learn

More than 250 online web-based courses to help ensure compliance, reduce risk and drive employee engagement. Assign employees courses from a broad menu of training solutions for both proactive and reactive risk management, including harassment prevention, leadership, risk & safety and much more.

Insight

All the news and analysis HR Professionals need to stay current and compliant with changing regulations and industry trends. Monthly webinars providing HRCI/SHRM credits on valuable HR topics. Access to robust webinar library.

Living Handbook

A customizable Living Handbook builder with federal and state-specific content and policy update alerts. Allows employers to create, maintain and manage their employee handbook with ease.

Mobile App

Employers and HR professionals can access the resources of the ThinkHR People Risk Management tools from anywhere through the user-friendly mobile app.

Login at http://mcgriffinsurance.myhrworkplace.com or call the ThinkHR Live Advisors team at 877-225-1101.

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Disruption Analysis - Shared Records (Combined)

ABC Company

This report compares all shared records between all carriers. Some carriers excluded more records than others which can be seen on the "Excluded Records" line.
To view disruption based on non-excluded records for each individual carrier, refer to the other disruption report.

All Records	Claims	Pre-Discount
Inpatient Hospital	6,966	10,093,713
Outpatient Hospital	16,441	13,610,922
Office	55,832	10,974,697
Other	29,664	6,780,769
Total	**108,903**	**$41,460,100.71**

Excuded Records*	Claims	Pre-Discount
Inpatient Hospital	2,625	3,610,507
Outpatient Hospital	4,786	3,211,554
Office	20,977	2,522,599
Other	9,897	1,682,697
Total	**38,285**	**$11,027,356.01**

Included Record	Claims	Pre-Discount
Inpatient Hospital	4,341	6,483,206
Outpatient Hospital	11,655	10,399,368
Office	34,855	8,452,099
Other	19,767	5,098,071
Total	**70,618**	**$30,432,744.70**

**Records are excluded to ensure that all carriers are compared on the same data. Take into account how many records each carrier excluded.*

Carrier 1

	Claims	Pre-Discount
Excluded Records	1,146	$32,981.78
Percent Excluded	1.05%	0.08%

In-Network	Claims	Pre-Discount
Inpatient Hospital	754	658,754
Outpatient Hospital	530	628,272
Office	30,995	6,811,346
Other	17,268	2,619,211
Total	**49,547**	**$10,717,582.20**

Pct. In-Network	Claims	Pre-Discount
Inpatient Hospital	17.37%	10.16%
Outpatient Hospital	4.55%	6.04%
Office	88.93%	80.59%
Other	87.36%	51.38%
Total	**70.16%**	**35.22%**

Carrier 2

	Claims	Pre-Discount
Excluded Records	2,188	$106,566.44
Percent Excluded	2.01%	0.26%

In-Network	Claims	Pre-Discount
Inpatient Hospital	4,213	6,313,367
Outpatient Hospital	11,354	10,258,099
Office	34,623	8,427,598
Other	19,466	4,790,468
Total	**69,656**	**$29,789,531.48**

Pct. In-Network	Claims	Pre-Discount
Inpatient Hospital	97.05%	97.38%
Outpatient Hospital	97.42%	98.64%
Office	99.33%	99.71%
Other	98.48%	93.97%
Total	**98.64%**	**97.89%**

Carrier 3

	Claims	Pre-Discount
Excluded Records	11,739	$106,566.44
Percent Excluded	10.78%	0.26%

In-Network	Claims	Pre-Discount
Inpatient Hospital	2,878	3,586,005
Outpatient Hospital	6,331	4,323,588
Office	25,351	7,034,017
Other	18,369	3,506,075
Total	**52,929**	**$18,449,685.31**

Pct. In-Network	Claims	Pre-Discount
Inpatient Hospital	66.30%	55.31%
Outpatient Hospital	54.32%	41.58%
Office	72.73%	83.22%
Other	92.93%	68.77%
Total	**74.95%**	**60.62%**

Carrier 4

	Claims	Pre-Discount
Excluded Records	12,171	-$34,957.03
Percent Excluded	11.18%	-0.08%

In-Network	Claims	Pre-Discount
Inpatient Hospital	1,259	1,108,580
Outpatient Hospital	1,042	1,222,635
Office	32,862	7,934,813
Other	18,056	2,879,761
Total	**53,219**	**$13,145,790.15**

Pct. In-Network	Claims	Pre-Discount
Inpatient Hospital	29.00%	17.10%
Outpatient Hospital	8.94%	11.76%
Office	94.28%	93.88%
Other	91.34%	56.49%
Total	**75.36%**	**43.20%**

Carrier 5

	Claims	Pre-Discount
Excluded Records	7,701	$1,092,746.83
Percent Excluded	7.07%	2.64%

In-Network	Claims	Pre-Discount
Inpatient Hospital	4,172	6,241,468
Outpatient Hospital	11,507	10,240,801
Office	33,138	8,183,714
Other	19,032	4,819,803
Total	**67,849**	**$29,485,785.85**

Pct. In-Network	Claims	Pre-Discount
Inpatient Hospital	96.11%	96.27%
Outpatient Hospital	98.73%	98.48%
Office	95.07%	96.82%
Other	96.28%	94.54%
Total	**96.08%**	**96.89%**

Carrier 6

	Claims	Pre-Discount
Excluded Records	12,864	$2,970,657.40
Percent Excluded	11.81%	7.17%

In-Network	Claims	Pre-Discount
Inpatient Hospital	2,096	4,036,467
Outpatient Hospital	7,106	7,388,007
Office	18,192	4,494,367
Other	16,719	3,477,111
Total	**44,113**	**$19,395,950.84**

Pct. In-Network	Claims	Pre-Discount
Inpatient Hospital	48.28%	62.26%
Outpatient Hospital	60.97%	71.04%
Office	52.19%	53.17%
Other	84.58%	68.20%
Total	**62.47%**	**63.73%**





EMPLOYEE BENEFIT PLAN REPORTING AND DISCLOSURE GUIDE

JAN. 1 – DEC. 31, 2021



Managing Your Compliance Risks

Appropriate and timely disclosures to your employees reduce your risks and improve your employees' satisfaction with their benefit plans.

Our Reporting and Disclosure Guide outlines many of your disclosure requirements relative to ERISA, COBRA, HIPAA, the Affordable Care Act (ACA) and other federal laws.

The Reporting and Disclosure Guide looks at each requirement and summarizes:

- When action must be taken
- Who the requirement affects (e.g., recipients)
- The options for delivery
- The impact on Small Groups (e.g., groups with 50 or fewer employees)
- Whether the requirement affects government employers

Using our Reporting and Disclosure Guide and working with your Compliance Services professionals at McGriff you can identify whether you're taking the steps needed to stay in compliance with the federal regulations discussed in this Guide.

Note: Hyperlinks within this document have been shortened for readability. They will be active if the Reporting and Disclosure Guide is viewed electronically.

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HIPAA (Health Insurance Portability & Accountability Act) 7

HIPAA Privacy 7

Other Federal Laws 7-8

ACA (Affordable Care Act)

IRS Forms 1095-B & 1094-B

Provided ☐

When Must Action be Taken
- 6055 (minimum essential coverage) reporting obligation
  - Applies to small employers that offer self-insured health coverage (applicable large employers file Forms 1095-C and 1094-C)
  - May also apply to fully insured small employers with HRAs in certain instances
  - Insurer files for fully insured plan
- Form 1095-B due to employees/covered individuals: Mar. 2, 2021
- Forms 1094-B and 1095-B due to IRS: Mar. 1, 2021, or Mar. 31, 2021 if filing electronically. (must file electronically if 250+ returns)

Recipients
- Those enrolled in coverage (employees, former employees, non-employees): 1095-B
- IRS: Forms 1094-B and 1095-B

Small Group[2]: Yes*

Government Employers[3]: Yes

Delivery System[1]:
- Employees: Same as W-2; note consent to electronic delivery of a W-2 does not constitute consent to electronic delivery of a 1095-B
- IRS: Electronically if over 250+ returns; electronically or mail if fewer than 250 returns

** Yes, if health coverage is self-insured and in certain instances for HRAs. Otherwise carrier is responsible for reporting. For this purpose, a small employer is one who is not an Applicable Large Employer (ALE) for a calendar year. ALE status is determined based on a specific calculation of whether the employer averaged at least 50 full-time employees (including full-time equivalent employees) on business days during the preceding calendar year. All controlled group members, affiliated service group members and entities under common control (ALE Members) are considered as a single employer (Aggregated ALE Group) in determining ALE status.*

IRS Forms 1095-C & 1094-C

Provided ☐

When Must Action be Taken
- 6056 – ALE reporting obligation
- Applies to single entity ALEs and to each ALE member in an Aggregated ALE Group
  - Self-insured – complete all three parts of Form 1095-C (to satisfy reporting obligations under Sections 6055 and 6056 of the Code)
  - Fully insured – complete parts I and II of Form 1095-C (carrier responsible for 6055 reporting)
- Form 1095-C due to employees/covered individuals: Mar. 2, 2021
- Forms 1094-C and 1095-C due to IRS: Mar. 1, 2021, or Mar. 31, 2021 if filing electronically. (must file electronically if 250+ returns)

Recipients
- Individuals: Form 1095-C
  - Employees or former employees who were full-time employees under one of the two permitted ACA measurement methods for one or more calendar months during the calendar year; and
  - Even if not a full-time employee under the ACA, employees, former employees or non-employees who were enrolled in self-insured coverage offered by the employer on any day in the calendar year
- IRS: Forms 1094-C and 1095-C

Delivery System[1]:
- Individuals/Employees – Same as W-2; note consent to electronic delivery of a W-2 does not constitute consent to electronic delivery of a 1095-C
- IRS – Electronically if over 250+ returns; electronic delivery or mail if fewer than 250 returns

Small Group[2]: No, if employer is not an ALE for a calendar year; see the definition of ALE in the Small Group Notes for Forms 1095-B and 1094-B

Government Employers[3]: Yes

Summary of Benefits and Coverage (SBC)

Provided ☐

When Must Action be Taken
- Initial Enrollment
  - As part of enrollment materials
  - All benefit package options
  - If there are no written enrollment materials, distribute by first day of eligibility to enroll
  - If change to SBC during enrollment, revised SBC before first day of enrollment
- HIPAA Special Enrollees
  - Within 90 days following enrollment
- Upon request by a participant, but not later than seven business days following receipt of request
- Annual Enrollment – same as initial enrollment except:
  - Only need to provide SBC for benefit package option in which participant is enrolled; and
  - If automatic reenrollment, provide SBC no later than 30 days prior to first day of plan year (if insurance policy not issued 30 days in advance, provide no later than seven days after policy issued)
- Exception – does not apply to HIPAA-excepted benefits

Recipients: Employees eligible for coverage and beneficiaries including COBRA

Government Employers[3]: Yes

Small Group[2]: Yes

Delivery System[1]:
- U.S. Mail
- Electronic delivery:
  1. Include in online enrollment; or
  2. If no online enrollment, electronic delivery is permitted as follows depending upon enrollment status of individual:
     - Eligible but not enrolled – electronic delivery that is "readily accessible" including internet posting if email or postcard is provided with information on how to access SBC;
     - Enrolled – general (DOL) electronic delivery rules apply*

** SBC templates can be found here:*
https://www.dol.gov/agencies/ebsa/laws-and-regulations/laws/affordable-care-act/for-employers-and-advisers/summary-of-benefits

Advance Notice of Change to SBC Terms

Provided ☐

When Must Action be Taken
- 60 days prior to effective date of a material change to terms of plan that affects content of the SBC, other than in connection with renewal of coverage

Small Group[2]: Yes

Government Employers[3]: Yes

Recipients: Participants and beneficiaries including COBRA

Delivery System[1]:
- U.S. Mail
- Electronic delivery (see preceding SBC section on special rule for employees who are eligible but not enrolled)

Form W-2 Cost of Employer-Sponsored Health Coverage

Provided ☐

When Must Action be Taken
- On or before Jan. 31
- Exception – currently does not apply to employers who issued less than 250 W-2s in preceding calendar year

Recipients: Employees

Small Group[2]: Yes, but currently only applies to employers who issued 250 W-2s in preceding calendar year

Delivery System[1]:
- IRS delivery standards

Government Employers[3]: Yes

McGriff

ACA

Patient-Centered Outcomes Research Trust (PCORI) Fee

Provided ☐

When Must Action be Taken		Recipients: IRS	Delivery System[1]:
▪ Fee is due the July 31st following the last day of the plan year ▪ Fee applies to self-insured health plans for plan years ending after Oct. 1, 2012, and before Oct. 1, 2029 (carriers remit fee for fully insured plans)	▪ Fee is $2.54 per covered life for plan years ending Oct. 1, 2019-Sept. 30, 2020. Fee for plan years ending Oct. 1, 2020-Sept. 30, 2021 (including 2020 calendar year plans) has not yet been released.	Small Group[2]: Yes*	▪ IRS Form 720 Government Employers[3]: Yes*

* *Yes, if health coverage is self-insured; otherwise, carrier is responsible for IRS Form 720 filing and required fee.*

Exchange Notice

Provided ☐

When Must Action be Taken	Recipients: All employees regardless of benefit eligibility/enrollment or part/full-time status ▪ Model notice available at: www.dol.gov/ebsa/coverageoptionsnotice.doc	Delivery System[1]: ▪ U.S. Mail (First Class) ▪ Electronic delivery	Small Group[2]: Yes Government Employers[3]: Yes
▪ To newly hired employees within 14 days of start date			

Grandfathered Plan Status Notice

Provided ☐

When Must Action be Taken	Recipients: Participants and beneficiaries receiving benefits including COBRA ▪ Model disclosure available at: https://www.dol.gov/sites/dolgov/files/EBSA/laws-and-regulations/laws/affordable-care-act/for-employers-and-advisers/grandfathered-health-plans-model-notice.doc	Delivery System[1]: ▪ Hand delivery ▪ U.S. Mail ▪ Electronic delivery	Small Group[2]: Yes Government Employers[3]: Yes
▪ For as long as the plan remains grandfathered, whenever a summary of the benefits under the plan is provided to a participant or beneficiary; for example, in SPDs or other summaries of coverage distributed upon initial eligibility, during an open enrollment period or upon other opportunities to enroll in, renew or change coverage			

Patient Protection Notice (non-grandfathered plans)

Provided ☐

When Must Action be Taken	Recipients: Participants and beneficiaries receiving benefits including COBRA ▪ Model DOL notice available at Page 150 of this link: www.dol.gov/ebsa/compliance-assistance-guide.pdf	Delivery System[1]: ▪ Hand delivery ▪ U.S. Mail ▪ Electronic delivery	Small Group[2]: Yes Government Employers[3]: Yes
▪ Whenever the plan provides an SPD or similar description of benefits ▪ Exception – only applies to group health plans that require designation of a primary care provider			

Notice of Rescission

Provided ☐

When Must Action be Taken	Delivery System[1]: ▪ Hand delivery ▪ U.S. Mail ▪ Electronic delivery	Recipients: Participants and beneficiaries affected by rescission Small Group[2]: Yes Government Employers[3]: Yes
▪ 30 days before retroactive termination of coverage due to fraud or intentional misrepresentation of material fact ▪ Should coordinate notices related to rescissions and appeal procedures to the extent possible. Rescission is an adverse benefit determination subject to appeal procedures		

ADA (Americans With Disabilities Act)

ADA Notice for Wellness Programs that Include a Medical Examination or a Disability Related Inquiry

Provided ☐

When Must Action be Taken	Recipients: Any employee eligible for an ADA-covered wellness program Small Group[2]: Generally Yes* Government Employers[3]: Yes	Delivery System[1]: ▪ Current HIPAA Notice *may* suffice if it includes the required content ▪ No specified delivery system but must be "effective in reaching employees" being offered wellness program (e.g., Notices distributed electronically should be formatted so employees who use screen reading programs can access them) ▪ Sample Notice: www1.eeoc.gov/laws/regulations/ada-wellness-notice.cfm?renderforprint=1
▪ Notice must be provided before employee provides any health information and with enough time to decide whether to participate in the wellness program		

* *Title I of the ADA applies to employers with 15 or more employees for each working day in at least 20 calendar weeks in the current or preceding calendar year.*

COBRA (Consolidated Omnibus Budget Reconciliation Act)

General COBRA Notice

Provided ☐

When Must Action be Taken	Delivery System[1]:		Recipients: Each participant and each covered spouse
▪ Within 90 days of becoming covered under group health plan *Exception: Not required if COBRA Election Notice is required within first 90 days* *Note: When a new spouse is added to group health coverage, must mail General COBRA Notice to the spouse*	▪ Must be included in SPD ▪ DOL Model Notice Available at: https://www.dol.gov/sites/dolgov/files/EBSA/laws-and-regulations/laws/cobra/model-general-notice.docx	▪ If separate notice (in addition to SPD) is provided: – Hand delivery (need separate mailing to spouse) – U.S. Mail addressed to all at same household or separately if at different addresses	**Small Group[2]:** Yes* **Government Employers[3]:** Yes

** Applies if 20 or more employees in employer's controlled group/common control/affiliated service group. State/mini-COBRA obligations may apply to groups under 20.*

Qualifying Event Notice

Provided ☐

When Must Action be Taken		Recipients
▪ If employer is not the plan administrator, employer must notify plan administrator within 30 days of following qualifying events: – Termination or reduction in hours – Death – Medicare entitlement – Bankruptcy of employer		▪ Plan Administrator
Delivery System[1]: Not specified (any reasonable method)	**Small Group[2]:** Yes*	**Government Employers[3]:** Yes

** Applies if 20 or more employees in employer's controlled group/common control/affiliated service group. State/mini-COBRA obligations may apply to groups under 20.*

COBRA Election Notice

Provided ☐

When Must Action be Taken			Delivery System[1]:
▪ If employer is plan administrator, employer must provide COBRA Election Notice: – Within 44 days after the date on which the following qualifying events occurred ▪ Termination or reduction in hours	▪ Death ▪ Medicare entitlement ▪ Divorce ▪ Loss of dependent status ▪ Bankruptcy of employer	▪ If employer is not plan administrator, plan administrator must provide COBRA Election Notice within 14 days after employer or participant notifies plan administrator of COBRA qualifying event**	▪ Hand delivery (need separate mailing to spouse) ▪ U.S. Mail addressed to all at same household or separately if at different addresses ▪ Electronic delivery *DOL Model Notice Available at:* https://www.dol.gov/sites/dolgov/files/EBSA/laws-and-regulations/laws/cobra/model-election-notice.docx
Recipients: Covered employees, spouses and dependent children		**Small Group[2]:** Yes*	**Government Employers[3]:** Yes

** Applies if 20 or more employees in employer's controlled group/common control/affiliated service group. State/mini-COBRA obligations may apply to groups under 20.*
*** NOTE: If plan provides for COBRA coverage periods to be measured from the date coverage is lost (instead of date of qualifying event), COBRA election notice to be provided within 44 (or 14, if applicable) days of loss of coverage.*

Notice of Unavailability of COBRA

Provided ☐

When Must Action be Taken	Recipients		Delivery System[1]:	
▪ Within 14 days of the event that would otherwise be a qualifying event	▪ Each participant and beneficiary who would otherwise be eligible for coverage	▪ Any other individual who submits notice of qualifying event or disability determination	▪ Hand delivery (need separate mailing to spouse) ▪ Electronic delivery	▪ U.S. Mail addressed to all at same household or separately if at different addresses
Small Group[2]: Yes*	**Government Employers[3]:** No**			

** Applies if 20 or more employees in employer's controlled group/common control/affiliated service group. State/mini-COBRA obligations may apply to groups under 20.*
*** Technically, this is a Department of Labor (DOL) requirement that does not apply to government employers. Nevertheless, conservative employers may choose to comply.*

Notification of Early Termination of COBRA Coverage

Provided ☐

When Must Action be Taken		Delivery System[1]:		
▪ As soon as possible after determination that COBRA coverage will terminate early (before otherwise applicable maximum coverage period)	▪ Insufficient premium payments: COBRA coverage cannot be terminated for "insignificant" premium shortfalls UNLESS a notice is provided allowing the COBRA participant 30 days to remit the shortfall. Premium shortage will be "insignificant" if it is 10 percent less than the required payment (for COBRA premiums under $500) or $50 less than the required payment (for COBRA premiums equal to or greater than $500)	▪ Hand delivery (need separate mailing to spouse)	▪ Electronic delivery	▪ U.S. Mail to all at same household or separately if at different addresses
		Recipients: COBRA qualified beneficiaries whose COBRA coverage will terminate early		
		Small Group[2]: Yes*	**Government Employers[3]:** No**	

** Applies if 20 or more employees in employer's controlled group/common control/affiliated service group. State/mini-COBRA obligations may apply to groups under 20.*
*** Technically, this is a Department of Labor (DOL) requirement that does not apply to government employers. Nevertheless, conservative employers may choose to comply.*

ERISA (Employee Retirement Income Security Act)

Summary Plan Description (SPD)

Provided ☐

When Must Action be Taken	Recipients	Delivery System[1]:
▪ Within 90 days of becoming covered under plan ▪ Within 120 days after plan first subject to ERISA ▪ Every five years, if changes made; otherwise every 10 years ▪ Within 30 days of request	▪ Each participant, including COBRA beneficiaries and retirees ▪ Beneficiaries (e.g., spouse) upon written request ▪ DOL upon request	▪ Hand delivery ▪ U.S. Mail ▪ Electronic delivery **Small Group[2]:** Yes **Government Employers[3]:** No*

* No, but under general contract principles, "ERISA-like" plan document and SPD may be used to define employer's benefit program.

Summary of Material Modification (SMM)

Provided ☐

When Must Action be Taken	Recipients	Delivery System[1]:
▪ Within 210 days after the end of the plan year in which the change is adopted ▪ Within 30 days of request*	▪ Each participant, including COBRA beneficiaries and retirees ▪ Beneficiaries (e.g., spouse) upon written request ▪ DOL upon request	▪ Hand delivery ▪ U.S. Mail ▪ Electronic delivery **Small Group[2]:** Yes **Government Employers[3]:** No

* See Advance Notice of "Change to SBC Terms" under Affordable Care Act section for circumstances in which material modification requires 60 day advance notice.

Summary of Material Reduction in Covered Services or Benefits for Group Health Plan

Provided ☐

When Must Action be Taken	Recipients	Delivery System[1]:
▪ Within 60 days after adoption of material reduction in group health plan services or benefits	▪ Each participant, including COBRA beneficiaries and retirees ▪ Beneficiaries (e.g., spouse) upon written request ▪ DOL upon request	▪ Hand delivery ▪ U.S. Mail ▪ Electronic delivery **Small Group[2]:** Yes **Government Employers[3]:** No

Plan Documents

Provided ☐

When Must Action be Taken	Recipients	Delivery System[1]:
▪ Within 30 days after a request **Small Group[2]:** Yes **Government Employers[3]:** No*	▪ Each participant, including COBRA beneficiaries and retirees ▪ Beneficiaries (e.g., spouse) upon written request ▪ DOL upon request	▪ Hand delivery ▪ U.S. Mail ▪ Electronic delivery ▪ Make available for examination at specified company location

* No, but under general contract principles, "ERISA-like" plan document and SPD may be used to define employer's benefit program.

Form 5500

Provided ☐

When Must Action be Taken	Recipients: DOL	Delivery System[1]:
▪ By last day of seventh month after end of plan year unless two-and-a-half month extension has been granted ▪ Plans with less than 100 participants at beginning of plan year are exempt unless plan is funded (e.g., a trust) or a MEWA	**Government Employers[3]:** No	▪ Electronically on DOL website **Small Group[2]:** No unless plan is funded (e.g., a trust) or a MEWA

Form 5558

Provided ☐

When Must Action be Taken	Recipients:	Delivery System[1]:	Small Group[2]:	Government Employers[3]:
▪ By last day of seventh month after end of plan year to obtain extension to file Form 5500	IRS	▪ Mail to IRS	No unless plan is funded (e.g., a trust) or a MEWA	No

Summary Annual Reports (SAR)

Provided ☐

When Must Action be Taken	Recipients	Delivery System[1]:	Small Group[2]:
▪ Within nine months after end of plan year or if Form 5500 filing due date was extended, two months after extended due date to file Form 5500 ▪ Within 30 days of request ▪ Exception – not required for most self-insured plans	▪ Each participant, including COBRA beneficiaries and retirees ▪ DOL upon request ▪ Beneficiaries (e.g., spouse) upon written request	▪ Hand delivery ▪ U.S. Mail ▪ Electronic delivery	No (unless plan is funded) **Government Employers[3]:** No

GINA (Genetic Information Nondiscrimination Act)

Spousal Authorization for Wellness Programs that Offer an Incentive for Information on a Spouse's Current or Past Health Status

Provided ☐

When Must Action be Taken	Recipients:	Small Group[2]:	Delivery System[1]:
▪ The authorization must be obtained before the spouse provides any health status information	Any spouse of an employee where an incentive is offered in return for provision of information on the spouse's current or past health status	Generally Yes* **Government Employers[3]:** Yes	Not specified, but authorization request must: be written so the spouse can reasonably understand the request, describe the type of information to be obtained, describe the purpose for which the information will be used and state restrictions on the disclosure of the information. Spouse must affirmatively consent. Notice is not enough.

* GINA Title II applies to employers with 15 or more employees for each working day in at least 20 calendar weeks in the current or preceding calendar year.

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HIPAA (Health Insurance Portability & Accountability Act)

Wellness Program Notice of Reasonable Alternative Standard

Provided ☐

When Must Action be Taken	Recipients: Participants and beneficiaries eligible to participate in a wellness program	Delivery System[1]:
▪ In all plan materials that describe the terms of the wellness program (but only if the wellness program requires individuals to meet a standard related to a health factor to obtain a reward) ▪ Notice must describe the availability of a reasonable alternative standard to qualify for the reward	**Small Group[2]:** Yes **Government Employers[3]:** Yes	▪ Hand delivery ▪ U.S. Mail ▪ Electronic delivery ▪ Model DOL language is available at Page 139 at this link: www.dol.gov/ebsa/compliance-assistance-guide.pdf

Notice of Special Enrollment Rights

Provided ☐

When Must Action be Taken	Recipients: Each employee who is eligible to enroll	Delivery System[1]:
▪ At or before initial enrollment (required) ▪ With annual enrollment materials (recommended) ▪ Exception – not applicable to HIPAA-excepted benefits	**Small Group[2]:** Yes **Government Employers[3]:** Yes	▪ Hand delivery ▪ U.S. Mail ▪ Electronic delivery ▪ Can be included in orientation and annual enrollment materials ▪ Model notice language can be found in the regulations at page 772 at this link: www.gpo.gov/enrollmentrights.pdf

HIPAA Privacy

Notice of Privacy Practices

Provided ☐

When Must Action be Taken	Delivery System[1]:
▪ At enrollment ▪ Every three years – reminder of the availability of the notice and how to obtain it ▪ If material change to the notice: – Within 60 days of material change to notice (for employers that do not maintain benefits website), or – Post on website by effective date of change AND provide in next annual mailing ▪ Upon request ▪ Exception – not required for fully insured plan that limits access to PHI to summary health and enrollment information; other fully insured plans (that do not limit access to PHI) need only "maintain" notice to be provided upon request	▪ Employers that maintain benefits website must post to website AND deliver to enrollees ▪ Employers that do not maintain a benefits website must deliver to enrollees ▪ No specified method of delivery except that email can only be used if employee has consented to receive by email ▪ Acceptable methods: – Email (must provide paper copy upon request or if email delivery fails) – Hand delivery – U.S. Mail ▪ Delivery to the enrolled participant (employee) is deemed to be delivery to all of his/her dependents ▪ HHS model notices available: – Booklet: www.hhs.gov/sites/default/files/ocr/privacy/hipaa/nppbooklet_health_plan.pdf – Full Page: www.hhs.gov/sites/default/files/ocr/privacy/hipaa/npp_fullpg_healthplan.pdf – Layered: www.hhs.gov/sites/default/files/ocr/privacy/hipaa/npp_layered_healthplan.pdf – Text: www.hhs.gov/sites/default/files/ocr/privacy/hipaa/npp_health_plan-text_version.doc

Recipients	Small Group[2]:	Government Employers[3]:
▪ Automatically to all participants and beneficiaries ▪ Upon request to anyone else	Yes, but see "When Must Action be Taken" for exception/special rule for fully insured plans	Yes

Notification of Breach of Unsecured Protected Health Information

Provided ☐

When Must Action be Taken	Recipients	Delivery System[1]:
▪ Without unreasonable delay – maximum 60 days after discovery of a breach of unsecured protected health information ▪ Annually by Mar. 1 (or Feb. 29 when applicable) for HHS notice for breaches involving fewer than 500 individuals	▪ Affected individuals (substitute notice process applies when insufficient contact data for individual) ▪ HHS (differing timing for breaches involving less than 500 individuals) ▪ Media (for breaches involving 500 or more individuals in one state or jurisdiction)	▪ U.S. Mail (First Class) ▪ Email (if consent) ▪ Telephone or other alternative if urgent (but must be followed with First Class Mail) ▪ HHS (online filing)

Small Group[2]:	Government Employers[3]:
Yes	Yes

Other Federal Laws

Medicare Part D Notice of Creditable/Non-creditable Prescription Drug Coverage

Provided ☐

When Must Action be Taken	Recipients	Delivery System[1]:
▪ Annually before Oct. 15* ▪ Prior to the initial effective date of coverage under the employer plan (for any Medicare eligible individual) ▪ Upon request ▪ When prescription drug coverage ceases to be offered under employer's health plan or there is a change in the creditable or non-creditable status of health plan's prescription drug coverage	▪ Participants and beneficiaries eligible for Part D (includes participants and beneficiaries who are eligible but not enrolled in employer's plan) ▪ Employer might find it easier to send Notice to all participants and beneficiaries since eligibility for Part D may not be known	▪ Hand delivery ▪ U.S. Mail ▪ Electronic delivery ▪ CMS model disclosures available at www.cms.gov/Medicare/Prescription-Drug-Coverage/CreditableCoverage/Model-Notice-Letters.html

Small Group[2]:	Government Employers[3]:
Yes	Yes

** As long as the recipient has been provided the Disclosure Notice within the prior 12 months, this annual distribution requirement is deemed satisfied; so, some employers may prefer to include with annual enrollment materials*

Other Federal Laws

Medicare Part D Creditable/Non-creditable Disclosure to CMS

Provided ☐

When Must Action be Taken	Recipients: CMS	Delivery System[1]:
▪ Annually within 60 days after start of the plan year ▪ Within 30 days of change in creditable coverage status ▪ Within 30 days after termination of the prescription drug plan		▪ Online form: www.cms.gov/Medicare/Prescription-Drug-Coverage/CreditableCoverage/CCDisclosureForm.html
	Small Group[2]: Yes	**Government Employers[3]:** Yes

Children's Health Insurance Program (CHIP) Notice

Provided ☐

When Must Action be Taken	Delivery System[1]:		
▪ Annually, before beginning of plan year	▪ Hand delivery ▪ U.S. Mail ▪ Electronic delivery	▪ Can be provided to employees with enrollment materials	▪ Model notice available at: www.dol.gov/sites/default/files/ebsa/laws-and-regulations/laws/chipra/model-notice.pdf
Recipients: Employees	**Small Group[2]:** Yes		**Government Employers[3]:** Yes

Women's Health and Cancer Rights Act

Provided ☐

When Must Action be Taken		Government Employers[3]: Yes, but self-insured government plans may opt out by following CMS procedure:	
▪ Upon enrollment ▪ Annually		– Requires annual filing with CMS www.cms.gov/CCIIO/Resources/Files/Downloads/model_exemption_election_letter_04072011.pdf	– Requires annual notice to enrollees www.cms.gov/CCIIO/Resources/Files/Downloads/model_enrollee_notice_04072011.pdf
Delivery System[1]: ▪ Hand delivery ▪ U.S. Mail ▪ Electronic delivery	▪ Model Notice at Pages 141 and 142: www.dol.gov/ebsa/compliance-assistance-guide.pdf		
		Recipients: Participants and beneficiaries	**Small Group[2]:** Yes

Newborns' and Mothers' Health Protection Act (NMHPA) Notice

Provided ☐

When Must Action be Taken	Small Group[2]: Yes	Delivery System[1]:	
▪ In SPD	**Government Employers[3]:** Yes, but self-insured government plans may opt out by following CMS procedure (same as above – WHCRA opt-out process)	▪ Hand delivery ▪ U.S. Mail ▪ Electronic delivery	▪ Model DOL language available at Page 140 of this link: www.dol.gov/ebsa/compliance-assistance-guide.pdf
Recipients: Each participant and each beneficiary including COBRA, retirees, etc.			

Michelle's Law Disclosure

Provided ☐

When Must Action be Taken		Delivery System[1]:		Small Group[2]: Yes
▪ With any notice regarding a requirement for certification of student status for coverage, such as in the SPD	▪ Only applicable to plans that provide coverage for adult children who are 26 or older and use student status to determine eligibility	▪ Hand delivery ▪ U.S. Mail	▪ Electronic delivery	**Government Employers[3]:** Yes, but self-insured government plans may opt out by following CMS procedure (same as above – WHCRA opt-out process)
		Recipients: Participants		

Medical Child Support Order (MCSO) Notice

Provided ☐

When Must Action be Taken		Recipients	Delivery System[1]:	Small Group[2]: Yes
▪ SPD (must include MCSO procedures or a statement that procedures are available free of charge)	▪ Upon receipt of a MCSO ▪ Upon determination of whether MCSO is qualified (QMCSO)	▪ Each participant and each beneficiary including COBRA, retirees, etc. ▪ Participants, any child named in an MCSO and his/her representative	▪ Hand delivery ▪ U.S. Mail ▪ Electronic delivery	**Government Employers[3]:** No (but must comply with National Medical Support Notice)

[1] Where electronic delivery is indicated, electronic notice is permitted, subject to compliance with the DOL's comprehensive regulations for the provision of electronic notices. Email is generally permitted to an employee if computer access is an integral part of the employee's job. Otherwise, employee must consent to email delivery. Read receipts are required so a paper copy can be provided when delivery fails, and participants always have the right to receive a paper copy upon request and free of charge. Where U.S. Mail is indicated, first-, second- or third-class mail is generally allowed, unless otherwise indicated. However, distribution by second- or third-class mail is acceptable only if return and forwarding postage is guaranteed and address correction is requested. Unless otherwise noted, delivery to employee suffices as delivery to spouse and dependents unless the employer knows spouse is at different address.

[2] "Small group" generally refers to "small groups" within the meaning of applicable state insurance law (usually the under 50 market). In some states small group may have been expanded to the under 100 market. Those states which expanded their small group definition may, or may not, revert to under 50 because of the PACE Act. In some cases, group size to which a particular disclosure requirement applies may vary and is noted accordingly (e.g., COBRA and Form W-2 Cost of Employer-Sponsored Health Coverage). Also reporting under Code 6056 of the Code (Forms 1094-C and 1094-C) will be determined on whether the employer is an Applicable Large Employer (ALE).

[3] A "government employer" generally means a non-federal governmental employer – e.g., any state that receives funds under the Public Health Service Act, any political subdivision of such a state, or any agency or instrumentality of such a state or political subdivision.

This list is not intended to be all-inclusive; other requirements may also be applicable to the particular group health and welfare plan.

The information provided should not be considered tax or legal advice. Please consult with your individual tax advisor and/or attorney regarding your individual circumstances.

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Top Considerations for Selecting the Right Benefits Administration Technology

Don't know what you need? Confused by the terminology? This checklist is provided as a starting point. But don't worry, McGriff Insurance Services is here to guide you on your benefits-tech journey. Let's get started:

PLATFORM CAPABILITIES

- ☐ Can the platform accommodate your company and benefit structure (including classes, eligibility rules and deduction schedule(s))?
- ☐ Do employees have the ability to "Self- Service" in the platform? Meaning, do they have the ability to update personal information, create qualifying life events and view their elected benefits with Admin approval where applicable?
- ☐ Can employees enroll in and view their benefit information from any device at any time? Meaning, is the platform "mobile responsive" and/or do they have a comprehensive app for employees to download?

INTEGRATION, CONNECTIVITY AND SERVICES

- ☐ What Software-as-a-Service (SaaS) Applications do you currently have and which ones do you want to keep? (These could include Payroll, Human Capital Management, Benefits Administration and Compliance.) Going forward, are you looking for an "all-in-one" solution through the same vendor or a "best-in-class" solution, which includes various platforms which would integrate with one another? If the latter, will you require bi-directional payroll feeds or do you plan to regularly audit your data?
- ☐ Are you interested in exploring any additional services which could streamline administrative tasks or eliminate burdens, such as Consolidated Billing, ACA Management, COBRA Administration, HSA/FSA Administration, Total Comp Statements, etc.?
- ☐ Do you need a platform that has API/Single-Sign-On (SSO) capabilities with a variety of vendors and carriers? This would be ideal if you're looking for a solution that streamlines the enrollment and management of Voluntary/Worksite products.

ACCESSIBILITY AND EASE OF USE

- ☐ How comfortable is your employee population with using technology? Is the platform and employee experience intuitive enough for all employees to use? Would employees require additional training or ongoing support (via a call center for instance) to make the transition from your current process?
- ☐ How user friendly and robust is the Administrative side of the platform? Is it efficient, yet still intuitive for Administrators?

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EMPLOYEE EDUCATION, COMMUNICATION AND ENGAGEMENT

- [ ] Do you feel your employees fully understand all offered benefits and the value of those benefits (including how they work and what limits to select to meet their or their family's needs)? If not, look for a platform with educational videos built into the election process. Or more importantly, look for a platform with good decision support to assist employees in making the best elections for their needs. These support tools can take the form of a simple calculator, an interactive chatbot, AI technology or a demographic algorithm – so it's important to ask the vendor about key decision drivers.

- [ ] Ask if the platform has the ability to send out targeted and customized communications via email/text or both? If so, what metrics are available to measure employee engagement using these tools (either through opens, page redirects, etc.)?

TRAINING, EXPECTATIONS AND SUPPORT

- [ ] What kind and level of training would you expect from your vendor partner - Online, in person, written, interactive via the platform? One-time or on-going? What about post-implementation training and troubleshooting? Are you looking for a dedicated team or are you satisfied with a 1-800 number and general service team?

- [ ] And what about level of support? Are you looking for a technology solution that will enable you (your team) to better manage common HR/benefit tasks or are you looking for a platform AND vendor partner you can outsource all of those common tasks to?

- [ ] How heavily involved are you planning or wanting to be in the pre-implementation and implementation of a new platform? Do you expect to be responsible for common data clean-up (such as payroll), eligibility rule set up, file structure setup, attending weekly calls, etc. or are you looking for a vendor partner and implementation process with low time commitment?

SECURITY

- [ ] Have you asked about their platform information security processes and if they currently hold any security certifications/designations? It's important that the vendor partner you choose takes data protection as seriously as you do.

PRICING

- [ ] Have you asked for specific, transparent pricing for both basic services/functionalities and any desired additional services? Have you asked for a formal proposal outlining all ongoing costs, one-time costs, and costs contingent upon employee enrollment or bundled services? If not, make sure you ask not only for transparent pricing but also that they outline the specific service level/responsibilities they'll provide to you for that pricing. This will help set expectations and better ensure you select the right platform that accommodate and grow with your company's needs.

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Payroll Connectivity and HR Bandwidth Considerations Prior to Initiating a Ben Admin Vendor Search

By KISHA MOLIERE

With over 300 technology providers in the market place, the search for a benefits administration ("ben admin") solution can be quite a daunting task. One often neglected step in making this process more palatable is first assessing your organization's current payroll platform connectivity capabilities and HR bandwidth. Committing to this initial appraisal will help make the search more streamlined and assist your benefits consultant in directing you to the most appropriate solutions.

Payroll/HRIS Platform Connectivity

Outside of eliminating manual processes of reporting benefits eligibility to your carriers, two of the most essential features of a good ben admin solution are benefits data accuracy and efficiency. Ideally, employee demographic and benefit election information should have one point of manual entry, resulting in data being synchronized across your payroll, ben admin and carrier systems. This is important in order to ensure that carrier eligibility is accurate, thereby eliminating access to care issues. It also reduces the thousands of dollars per year employers spend erroneously on benefits errors when, for example, an employee has been terminated in payroll, but due to discrepancies caused by inefficiencies in the data processing flow, the carrier is not notified and continues billing.

An employer can address these concerns by asking itself the below critical questions:

Do we want a ben admin solution encompassed within one product that includes applicant tracking, onboarding, time keeping and payroll? Or, do we want "best in class" platforms in each of those areas that can communicate with one another? Theoretically, it would be great to have all of these functions in one platform - and there are indeed companies that offer them. However, in practice it is rare to see these all-inclusive products perform each of the functions ***well***. For example, many companies with proven track records in payroll have struggled to develop benefit admin modules that rise to the same level as their core product. As a result, the current market trend is that many top tier payroll vendors are developing API (Application Programming Interface) connectivity with leading ben admin vendors, resulting in clients having access to excellent solutions from different vendors that have near real time connectivity with one another.

Can our current payroll/HRIS system communicate with a separate ben admin system? If your current system accepts deduction imports from a ben admin vendor (via import files, EDI file feeds, etc) there will be a significant savings in time for your payroll processing, as well as a reduction in data entry errors. Likewise, if your current payroll system can generate an export file of new hires, status changes and demographic changes in a ben admin vendor's format, most ben admin platforms can accept that information and eliminate manual entry of these type transactions in their system. And as mentioned above, some payroll and ben admin companies have developed near real-time API connections, which eliminate duplicate data entry, imports or EDI files all together. If your current system doesn't have these features, it may be time to consider a change, or at least have the understanding that this will leave in place the potential for costly discrepancies between your payroll, ben admin and carriers systems.

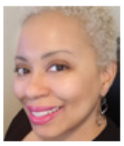
HR Capabilities and Bandwidth

Does our staff possess the skill to produce the typical data requirements to implement a new ben admin platform? You should honestly assess whether (1) your employees can efficiently and accurately compile the demographic and current election data - in the vendor's specified format - that will be required to populate the ben admin system, ***and*** (2) whether they can conduct an audit of the current benefit payroll deductions versus the eligibility data of each of your carrier partners to ensure that your eligibility and billing are accurate ***prior*** to populating a new system. These are essential steps for smooth implementation of a new ben admin platform. The last thing you want to experience is the result of loading a new system with errant data that can then corrupt the information in your carrier system once EDI files begin. Fixing this type of faux pas is truly a monstrous task that can go on for months. If your staff is not capable, due to skillset or bandwidth, of performing the above, be sure to ask prospective partners if they can perform these tasks on your company's behalf, and if they charge additional fees to do so.

Does our HR staff have the bandwidth to effectively administer the daily tasks of ongoing benefits administration? Genuinely assess whether your employees have the ability and/or capacity to audit payroll vs carrier bills on a monthly basis - as well as process new hire enrollments and benefit changes due to changes in employment status and/or Qualifying Life events. If the answer is no, consider partners that provide ben admin technology ***and*** outsourcing of these tasks in their service model. Although there will be costs involved, it is often offset by the savings of no longer over paying on premiums.

While there are a myriad of other considerations when evaluating which vendor to eventually select (cost, security, configuration flexibility, platform accessibility via mobile devices and apps, decision support tools, communication modules, etc.) this critical self-evaluation will help you establish realistic goals so that your consultant can direct you to partners that will make implementation and ongoing benefit administration pain free for your HR staff and employees.

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Pre-Search Internal Capabilities Assessment

After reading the attached "Payroll Connectivity and HR Bandwidth Considerations Prior to Initiating a Ben Admin Vendor Search" article, have an internal discussion and record your findings for each section in the checklist below.

TYPE OF BEN ADMIN TECHNOLOGY SOLUTION DESIRED

- ☐ "All-In-One" Ben Admin solution. We want a solution encompassed within one vendor's product line that includes applicant tracking, onboarding, time-keeping and payroll.
- ☐ "Stand-Alone" Ben Admin solution with payroll connectivity capabilities. We want a solution that is "best in class" and capable of communicating with other vendor's payroll/HRIS system(s).

BEN ADMIN TO PAYROLL CONNECTIVITY

- ☐ Our current payroll/HRIS system can send data electronically (via a scheduled report, EDI file or API connection) to a ben admin vendor to load new hires as well as demographic and status changes automically.
- ☐ Our current payroll/HRIS system can accept data electronically (via a scheduled report, EDI file or API connection) from a ben admin vendor to load employee benefit deductions automatically.
- ☐ Our current payroll/HRIS system can not send or receive data electronically with a ben admin platform via a scheduled report, EDI file or API connection.

HR STAFF DATA SKILLSET

- ☐ Our staff possesses the skill to efficiently and accurately compile the employee, dependent and current election data - in a ben admin vendor's specified format - that will be required to populate a new system.
- ☐ Our staff possesses the skill to audit our current benefit payroll deductions & ben admin system reports against our carrier data to ensure accurate information is used to populate a new system.
- ☐ We would need to have a 3rd party to build the required employee, dependent and benefit loaders for a new system, and audit our data prior to loading a new system.

HR STAFF BANDWIDTH

- ☐ Our staff has the ability/capacity to reconcile carrier bills on a monthly basis.
- ☐ Our staff has the ability/capacity to manage New Hire Enrollments, Qualifying Life Events and EOI year round.
- ☐ Our staff does not have the ability/capacity to reconcile bills and/or manage New Hire Enrollments, Qualifying Life Events and EOI on a monthly basis year round.

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ABC Company
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EMPLOYEE BENEFIT SOLUTIONS

Executive Summary

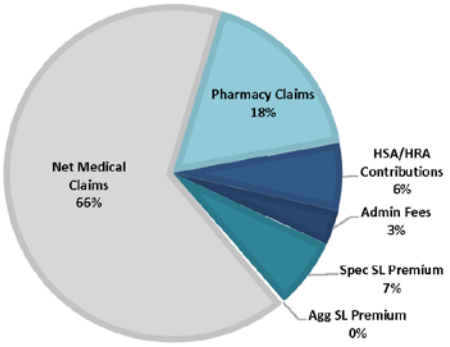
ABC Company

January 1, 2020 - June 30, 2020

Average Monthly Covered Employees:	1148	**Average Monthly Covered Employees:**	1151
Average Monthly Covered Members:	2552	**Average Monthly Covered Members:**	2573

	Current Year			*Prior Year*			
Expense	Plan Year-To-Date	PEPM	Pct	Prior Year-To-Date	PEPM	Pct	Change
Gross Medical Claims	$2,994,565.96	$434.88		$2,763,803.66	$400.23		8.7% ▲•
Stop Loss Reimb	$0.00	$0.00		$0.00	$0.00		
Net Medical Claims	$2,994,565.96	$434.88	65.7%	$2,763,803.66	$400.23	62.6%	8.7% ▲•
Pharmacy Claims	$796,463.08	$115.66	17.5%	$875,904.11	$126.84	19.9%	8.8% ▼
HSA/HRA Contributions	$294,566.67	$42.78	6.5%	$402,950.00	$58.35	9.1%	26.7% ▼
Admin Fees	$152,524.90	$22.15	3.3%	$149,188.50	$21.60	3.4%	2.5% ▲•
Spec SL Premium	$305,118.66	$44.31	6.7%	$209,904.75	$30.40	4.8%	45.8% ▲•
Agg SL Premium	$12,532.52	$1.82	0.3%	$10,547.28	$1.53	0.2%	19.2% ▲•
Total Expenses	**$4,555,771.79**	**$661.60**	**100.0%**	**$4,412,298.30**	**$638.95**	**100.0%**	**3.5% ▲•**
Current Funding (Est)	**$6,424,800.18**	**$933.02**		**$5,630,722.66**	**$815.40**		
Surplus/Deficit	**$1,869,028.39**			**$1,218,424.36**			

CURRENT YEAR EXPENSES



Contribution Breakdown

YTD Associate Contributions	$2,827,785.14
YTD Employer Contributions	$3,597,015.04
Associate/Employer Split	44%/56%

High Cost Claimants Summary

# of Claimants > Specific	1
$ of Claimants > Specific	$361,973.66
# of Claimants > 50% of Specific	2
$ of Claimants > 50% of Specific	$560,672.59

Medical & Pharmacy Review - Plan Year

ABC Company

Jan 1, 2020 - Jun 30, 2020	HSA			EPO HSA 5000			HMO 5000		
	Medical	Pharmacy	ISL Excess	Medical	Pharmacy	ISL Excess	Medical	Pharmacy	ISL Excess
January	$ 26,200	$ 1,510	$ -	$ 61,364	$ 30,871	$ -	$ 174,660	$ 26,182	$ -
February	9,126	555	-	110,624	33,031	-	185,384	23,382	-
March	(1,175)	49	-	207,759	43,149	-	64,527	43,204	-
April	3,030	407	-	68,895	47,570	-	196,954	28,662	-
May	841	709	-	62,259	76,308	-	46,911	44,387	-
June	(6,577)	894	-	185,989	49,024	-	72,615	31,960	-
July	-	-	-	-	-	-	-	-	-
August	-	-	-	-	-	-	-	-	-
September	-	-	-	-	-	-	-	-	-
October	-	-	-	-	-	-	-	-	-
November	-	-	-	-	-	-	-	-	-
December	-	-	-	-	-	-	-	-	-
Total	$ 31,445	$ 4,125	$ -	$ 696,890	$ 279,952	$ -	$ 741,053	$ 197,777	$ -
Net Claims	$35,569			$976,842			$938,829		
Avg Subscribers	9			712			144		
Total Net Claims PEPM	$697.44			$228.77			$1,090.39		
Total Net Claims PMPM	$624.02			$99.33			$693.89		

	HMO 3000			HMO 1000			EPO 3000		
	Medical	Pharmacy	ISL Excess	Medical	Pharmacy	ISL Excess	Medical	Pharmacy	ISL Excess
January	$ 42,886	$ 1,630	$ -	$ -	$ 32	$ -	$ 20,378	$ 34,681	$ -
February	17,478	2,943	-	2,924	2,908	-	153,470	22,857	-
March	14,299	3,541	-	1,946	1,938	-	100,371	74,668	-
April	11,962	3,701	-	8,000	4,010	-	163,095	30,843	-
May	4,635	4,677	-	11,526	2,827	-	119,429	83,050	-
June	679	3,202	-	3,157	1,512	-	246,089	35,591	-
July	-	-	-	-	-	-	-	-	-
August	-	-	-	-	-	-	-	-	-
September	-	-	-	-	-	-	-	-	-
October	-	-	-	-	-	-	-	-	-
November	-	-	-	-	-	-	-	-	-
December	-	-	-	-	-	-	-	-	-
Total	$ 91,938	$ 19,694	$ -	$ 27,553	$ 13,226	$ -	$ 802,832	$ 281,690	$ -
Net Claims	$111,631			$40,779			$1,084,522		
Avg Subscribers	8			30			246		
Total Net Claims PEPM	$2,375.13			$226.55			$734.27		
Total Net Claims PMPM	$1,572.27			$99.22			$302.69		

Active & Retiree Breakdown - Plan Year

ABC Company

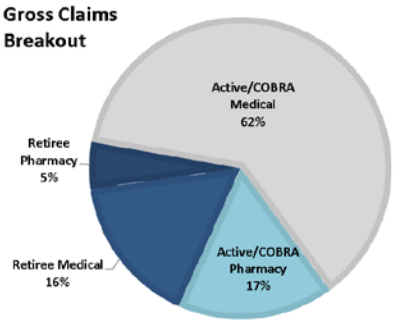
Jan 1, 2020 - Jun 30, 2020	Active/COBRA					Retiree				
	Subs	Mbrs	Medical	Pharmacy	ISL Excess	Subs	Mbrs	Medical	Pharmacy	ISL Excess
January	999	2,311	$ 343,899	$ 103,371	$ -	144	223	$ 106,571	$ 25,531	$ -
February	991	2,301	408,133	61,906	-	147	227	144,035	23,769	-
March	997	2,317	354,809	126,715	-	150	233	47,983	39,835	-
April	1,001	2,325	266,713	89,565	-	149	232	196,818	25,627	-
May	1,005	2,336	560,062	167,138	11,973.66	151	235	54,461	44,819	-
June	1,002	2,336	444,402	92,874	-	150	233	66,682	29,310	-
July	-	-	-	-	-	-	-	-	-	-
August	-	-	-	-	-	-	-	-	-	-
September	-	-	-	-	-	-	-	-	-	-
October	-	-	-	-	-	-	-	-	-	-
November	-	-	-	-	-	-	-	-	-	-
December	-	-	-	-	-	-	-	-	-	-
Total	5,995	13,926	$ 2,378,017	$ 641,568	$ 11,974	891	1,383	$ 616,549	$ 188,891	$ -

	Active/COBRA	Retiree
Gross Claims	$3,019.585	$805.439
ISL Excess	$11,973.66	$0.00
Net Claims	$3,007.611	$805.439
Avg Members Per EE	2.32	1.55
Avg Employees Per Month	999	149
Total Net Claims PEPM	$501.69	$903.97
Avg Members Per Month	2321	231
Total Net Claims PMPM	$215.97	$582.39

	All Plans
Gross Claims	$3,825.024
ISL Excess	$11,973.66
Net Claims	$3,813.051
Avg Members Per EE	2.22
Avg Employees Per Month	1148
Total Net Claims PEPM	$553.74
Avg Members Per Month	2552
Total Net Claims PMPM	$249.07

Notes:

Gross Claims Breakout



Active & Retiree Breakdown - Fiscal Year

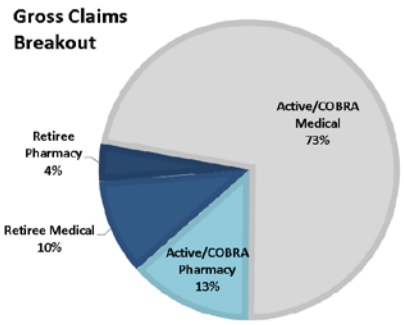
ABC Company

Jan 1, 2020 - Jun 30, 2020	Active/COBRA					Retiree				
	Subs	Mbrs	Medical	Pharmacy	ISL Excess	Subs	Mbrs	Medical	Pharmacy	ISL Excess
October	989	2,316	$ 634,699	$ 130,426	$ 7,347.81	153	241	$ 75,918	$ 32,439	$ -
November	986	2,302	1,480,210	146,619	713,615.03	152	239	48,277	44,439	-
December	989	2,300	1,202,099	130,750	280,488.64	151	238	70,020	49,679	-
January	999	2,311	343,899	103,371	-	144	223	106,571	25,531	-
February	991	2,301	408,133	61,906	-	147	227	144,035	23,769	-
March	997	2,317	354,809	126,715	-	150	233	47,983	39,835	-
April	1,001	2,325	266,713	89,565	-	149	232	196,818	25,627	-
May	1,005	2,336	560,062	167,138	11,973.66	151	235	54,461	44,819	-
June	1,002	2,336	444,402	92,874	-	150	233	66,682	29,310	-
July	-	-	-	-	-	-	-	-	-	-
August	-	-	-	-	-	-	-	-	-	-
September	-	-	-	-	-	-	-	-	-	-
Total	8,959	20,844	$ 5,695,025	$ 1,049,364	$ 1,013,425	1,347	2,101	$ 810,764	$ 315,447	$ -

	Active/COBRA	Retiree
Gross Claims	$6,744.388	$1,126,211
ISL Excess	$1,013,425.14	$0.00
Net Claims	$5,730,963.24	$1,126,210.96
Avg Members Per EE	2.33	1.56
Avg Employees Per Month	995	150
Total Net Claims PEPM	$639.69	$836.09
Avg Members Per Month	2316	233
Total Net Claims PMPM	$274.95	$536.04

	All Plans
Gross Claims	$7,870.599
ISL Excess	$1,013,425.14
Net Claims	$6,857,174.20
Avg Members Per EE	2.23
Avg Employees Per Month	1145
Total Net Claims PEPM	$665.36
Avg Members Per Month	2549
Total Net Claims PMPM	$298.85

Notes:



Active & Retiree Breakdown - Rolling 12

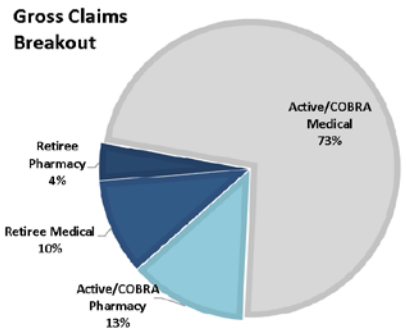
ABC Company

Jan 1, 2020 - Jun 30, 2020	Active/COBRA					Retiree				
	Subs	Mbrs	Medical	Pharmacy	ISL Excess	Subs	Mbrs	Medical	Pharmacy	ISL Excess
July	995	2,337	$ 548,372	$ 100,632	$ -	158	246	$ 117,605	$ 28,850	$ -
August	993	2,334	1,112,304	162,210	116,443.35	160	251	104,705	46,279	-
September	990	2,323	712,203	97,308	49,165.39	156	244	108,558	52,847	-
October	989	2,316	634,699	130,426	7,347.81	153	241	75,918	32,439	-
November	986	2,302	1,480,210	146,619	713,615.03	152	239	48,277	44,439	-
December	989	2,300	1,202,099	130,750	280,488.64	151	238	70,020	49,679	-
January	999	2,311	343,899	103,371	-	144	223	106,571	25,531	-
February	991	2,301	408,133	61,906	-	147	227	144,035	23,769	-
March	997	2,317	354,809	126,715	-	150	233	47,983	39,835	-
April	1,001	2,325	266,713	89,565	-	149	232	196,818	25,627	-
May	1,005	2,336	560,062	167,138	11,973.66	151	235	54,461	44,819	-
June	1,002	2,336	444,402	92,874	-	150	233	66,682	29,310	-
Total	11,937	27,838	$ 8,067,903	$ 1,409,513	$ 1,179,034	1,821	2,842	$ 1,141,633	$ 443,423	$ -

	Active/COBRA	Retiree
Gross Claims	$9,477,417	$1,585,056
ISL Excess	$1,179,033.88	$0.00
Net Claims	$8,298,382.80	$1,585,055.82
Avg Members Per EE	2.33	1.56
Avg Employees Per Month	995	152
Total Net Claims PEPM	$695.18	$870.43
Avg Members Per Month	2320	237
Total Net Claims PMPM	$298.10	$557.73

	All Plans
Gross Claims	$11,062,473
ISL Excess	$1,179,033.88
Net Claims	$9,883,438.62
Avg Members Per EE	2.23
Avg Employees Per Month	1147
Total Net Claims PEPM	$718.38
Avg Members Per Month	2557
Total Net Claims PMPM	$322.15

Notes:



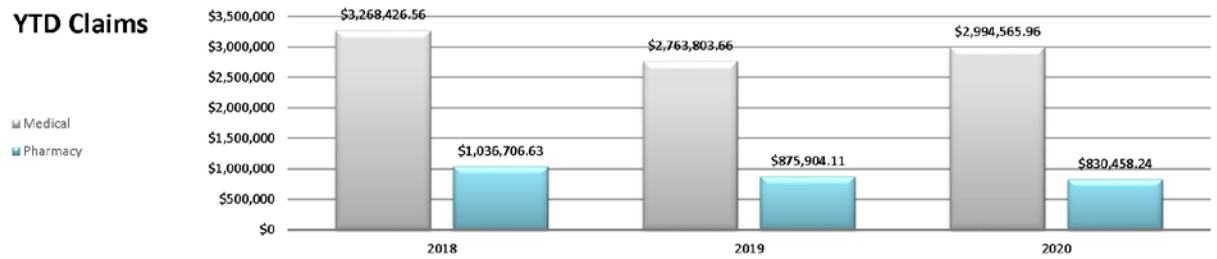
Medical & Pharmacy Historic - Plan Year

ABC Company

Jan 1, 2020 - Jun 30, 2020

	2018 Medical Carrier $300,000			2019 Medical Carrier $300,000			2020 Medical Carrier $350,000		
	Medical	Pharmacy	ISL Excess	Medical	Pharmacy	ISL Excess	Medical	Pharmacy	ISL Excess
January	$ 699,546	$ 145,439	$ -	$ 520,680	$ 139,297	$ -	$ 450,470	$ 128,902	$ -
February	429,533	133,636	-	276,110	79,490	-	552,168	85,675	-
March	751,419	222,557	-	575,763	207,203	-	402,791	166,549	-
April	409,237	165,748	-	437,984	122,656	-	463,531	115,192	-
May	603,486	170,797	-	455,244	192,037	-	614,523	211,957	11,974
June	375,205	198,531	-	498,022	135,222	-	511,084	122,183	-
July	939,106	169,823	-	665,977	129,462	-	-	-	-
August	566,439	271,562	19,236	1,217,009	208,489	116,443	-	-	-
September	464,316	180,711	6,123	820,762	150,155	49,165	-	-	-
October	1,038,941	243,131	17,907	710,617	162,865	7,348	-	-	-
November	844,813	245,701	1,900	1,528,487	191,058	713,615	-	-	-
December	1,692,307	241,087	723,161	1,272,119	180,430	280,489	-	-	-
Total	$ 8,814,349	$ 2,388,721	$ 768,327	$ 8,978,774	$ 1,898,382	$ 1,167,060	$ 2,994,566	$ 830,458	$ 11,974

Gross Claims	$11,203,071	$10,877,156	$3,825,024
ISL Excess	$768,327	$1,167,060	$11,974
Net Claims	$10,434,744	$9,710,096	$3,813,051
Avg Subs per Month	1139	1151	1148
Total Net Claims PEPM	$763.67	$703.07	$553.74
Percent Over Prior	N/A	7.9%▼	21.2%▼
Average Mbrs Per Month	2584	2573	2552
Total Net Claims PMPM	$336.53	$314.49	$249.07
Percent Over Prior	N/A	6.5%▼	20.8%▼

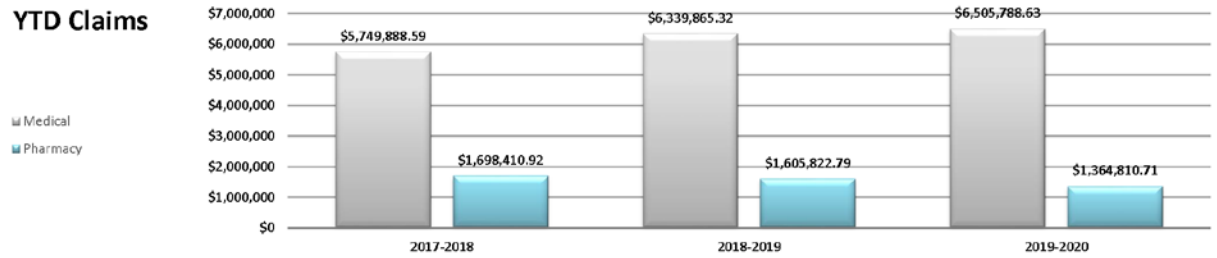


Medical & Pharmacy Historic - Fiscal Year

ABC Company

Oct 1, 2019 - Jun 30, 2020	2017-2018 Medical Carrier Self Funded			2018-2019 Medical Carrier Self Funded			2019-2020 Medical Carrier Self Funded		
	Medical	Pharmacy	ISL Excess	Medical	Pharmacy	ISL Excess	Medical	Pharmacy	ISL Excess
October	$ 775,293	$ 185,987	$ -	$ 1,038,941	$ 243,131	$ 17,907	$ 710,617	$ 162,865	$ 7,348
November	795,289	209,786	(15,267)	844,813	245,701	1,900	1,528,487	191,058	713,615
December	910,880	265,931	(1,500)	1,692,307	241,087	723,161	1,272,119	180,430	280,489
January	699,546	145,439	-	520,680	139,297	-	450,470	128,902	-
February	429,533	133,636	-	276,110	79,490	-	552,168	85,675	-
March	751,419	222,557	-	575,763	207,203	-	402,791	166,549	-
April	409,237	165,748	-	437,984	122,656	-	463,531	115,192	-
May	603,486	170,797	-	455,244	192,037	-	614,523	211,957	11,974
June	375,205	198,531	-	498,022	135,222	-	511,084	122,183	-
July	939,106	169,823	-	665,977	129,462	-	-	-	-
August	566,439	271,562	19,236	1,217,009	208,489	116,443	-	-	-
September	464,316	180,711	6,123	820,762	150,155	49,165	-	-	-
Total	$ 7,719,750	$ 2,320,507	$ 8,592	$ 9,043,613	$ 2,093,948	$ 908,577	$ 6,505,789	$ 1,364,811	$ 1,013,425

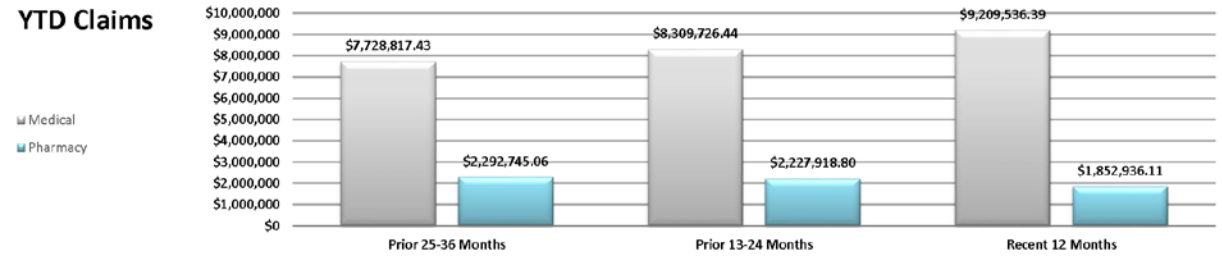
Gross Claims	$10,040,257	$11,137,561	$7,870,599
ISL Excess	$8,592	$908,577	$1,013,425
Net Claims	$10,031,665	$10,228,985	$6,857,174
Avg Subs per Month	1132	1153	1145
Total Net Claims PEPM	$738.38	$739.25	$665.36
Percent Over Prior	N/A	0.1%▲	10.0%▼
Average Mbrs Per Month	2575	2586	2549
Total Net Claims PMPM	$324.63	$329.69	$298.85
Percent Over Prior	N/A	1.6%▲	9.4%▼



Medical & Pharmacy Historic - Rolling 12

ABC Company

Jul 1, 2019 - Jun 30, 2020	Prior 25-36 Months Medical Carrier Self Funded			Prior 13-24 Months Medical Carrier Self Funded			Recent 12 Months Medical Carrier Self Funded		
	Medical	Pharmacy	ISL Excess	Medical	Pharmacy	ISL Excess	Medical	Pharmacy	ISL Excess
July	$ 560,542	$ 201,176	$ 47,518	$ 939,106	$ 169,823	$ -	$ 665,977	$ 129,482	$ -
August	828,349	190,499	98,069	566,439	271,562	19,236	1,217,009	208,489	116,443
September	590,038	202,660	9,517	464,316	180,711	6,123	820,762	150,155	49,165
October	775,293	185,987	-	1,038,941	243,131	17,907	710,617	162,865	7,348
November	795,289	209,786	(15,267)	844,813	245,701	1,900	1,528,487	191,058	713,615
December	910,880	265,931	(1,500)	1,692,307	241,087	723,161	1,272,119	180,430	260,489
January	699,546	145,439	-	520,680	139,297	-	450,470	128,902	-
February	429,533	133,636	-	276,110	79,490	-	552,168	85,675	-
March	751,419	222,557	-	575,763	207,203	-	402,791	166,549	-
April	409,237	165,748	-	437,984	122,656	-	463,531	115,192	-
May	603,486	170,797	-	455,244	192,037	-	614,523	211,957	11,974
June	375,205	198,531	-	498,022	135,222	-	511,084	122,183	-
Total	$ 7,728,817	$ 2,292,745	$ 138,336	$ 8,309,726	$ 2,227,919	$ 768,327	$ 9,209,536	$ 1,852,936	$ 1,179,034
Gross Claims	$10,021,562			$10,537,645			$11,062,473		
ISL Excess	$138,336			$768,327			$1,179,034		
Net Claims	$9,883,226			$9,769,318			$9,883,439		
Avg Subs per Month	1125			1151			1147		
Total Net Claims PEPM	$731.98			$707.36			$718.38		
Percent Over Prior	N/A			3.4%▼			1.6%▲•		
Average Mbrs Per Month	2564			2588			2557		
Total Net Claims PMPM	$321.21			$314.59			$322.15		
Percent Over Prior	N/A			2.1%▼			2.4%▲•		

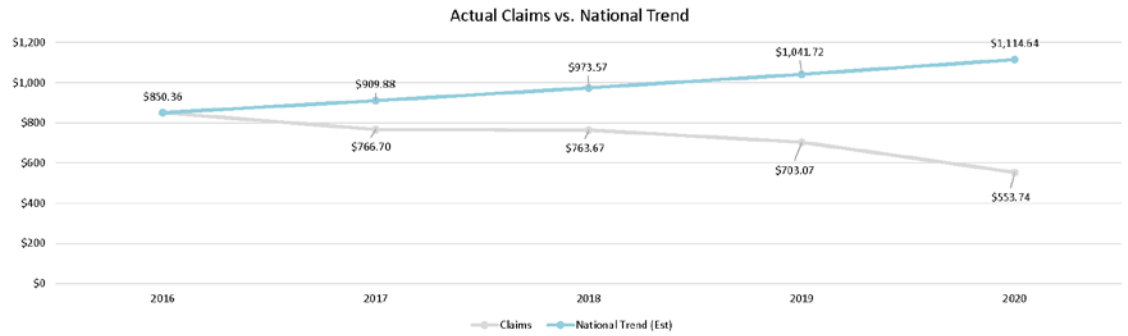


Medical & Pharmacy 5-Year Review

ABC Company

Jan 1, 2020 - Jun 30, 2020	2016 Medical Carrier $300,000		2017 Medical Carrier $300,000		2018 Medical Carrier $300,000		2019 Medical Carrier $300,000		2020 Medical Carrier $350,000	
	Med/Rx	ISL Excess	Med/Rx	ISL Excess	Med/Rx	ISL Excess	Med/Rx	ISL Excess	Med/Rx	ISL Excess
January	$ 796,806	$ -	$ 817,833	$ -	$ 844,985	$ -	$ 659,977	$ -	$ 578,372	$ -
February	1,129,245	-	573,944	-	563,169	-	355,600	-	637,842	-
March	854,601	-	606,430	-	973,976	-	782,965	-	569,341	-
April	813,310	-	744,915	-	574,985	-	560,640	-	578,723	-
May	1,053,071	-	702,387	-	774,283	-	647,281	-	826,479	11,974
June	864,740	-	1,204,932	-	573,736	-	633,244	-	633,267	-
July	944,702	-	761,718	47,518	1,108,929	-	795,458	-	-	-
August	875,189	-	1,018,848	98,069	838,001	19,236	1,425,498	116,443	-	-
September	789,581	-	782,697	9,517	645,027	6,123	970,917	49,165	-	-
October	899,964	-	961,281	-	1,282,072	17,907	873,482	7,348	-	-
November	1,226,472	-	1,005,075	(15,267)	1,090,515	1,900	1,719,545	713,615	-	-
December	1,171,763	-	1,176,811	(1,500)	1,933,394	723,161	1,452,549	280,489	-	-
Total	$ 11,419,444	$ -	$ 10,366,871	$ 138,336	$ 11,203,071	$ 768,327	$ 10,377,156	$ 1,167,060	$ 3,825,024	$ 11,974
Gross Claims	$11,419,444		$10,366,871		$11,203,071		$10,877,156		$3,825,024	
Reimbursements	$0.00		$138,336.40		$768,326.99		$1,167,060.22		$11,973.66	
Net Claims	**$11,419,444**		**$10,228,534**		**$10,434,744**		**$9,710,096**		**$3,813,051**	
Average Subscribers	1119		1112		1139		1151		1148	
Total Net Claims PEPM	$850.36		$766.70		$763.67		$703.07		$553.74	
Percent Over Prior	N/A		9.8%▼		0.4%▼		7.9%▼		21.2%▼	
Average Mbrs Per Month	2684		2551		2584		2573		2552	
Total Net Claims PMPM	$357.16		$334.15		$336.53		$314.49		$249.07	
Percent Over Prior	N/A		6.4%▼		0.7%▲		6.5%▼		20.8%▼	

- Over the past 5 years, ABC Company's Medical and Pharmacy PEPM has decreased -34.88%.
- According to National Trend, Medical and Pharmacy claims should expect to see a 28% to 40% increase over 5 years.

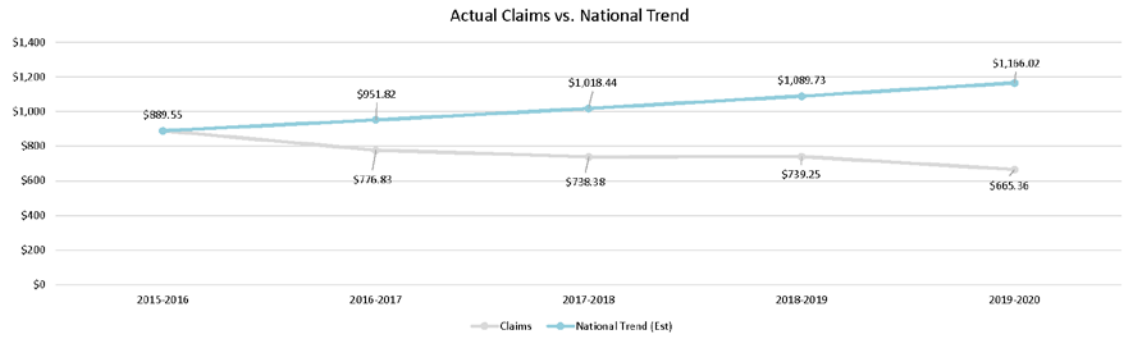


Medical & Pharmacy 5-Year Review

ABC Company

Oct 1, 2019 - Jun 30, 2020	2015-2016 Medical Carrier $300,000		2016-2017 Medical Carrier $300,000		2017-2018 Medical Carrier $300,000		2018-2019 Medical Carrier $300,000		2019-2020 Medical Carrier $350,000	
	Med/Rx	ISL Excess	Med/Rx	ISL Excess	Med/Rx	ISL Excess	Med/Rx	ISL Excess	Med/Rx	ISL Excess
October	$ 957,188	$ -	$ 699,964	$ -	$ 961,281	$ -	$ 1,282,072	$ 17,907	$ 673,482	$ 7,348
November	947,580	-	1,226,472	-	1,005,075	(15,267)	1,090,515	1,900	1,719,545	713,615
December	1,915,302	-	1,171,763	-	1,176,811	(1,500)	1,933,394	723,161	1,452,549	280,489
January	796,806	-	817,833	-	844,985	-	659,977	-	578,372	-
February	1,129,245	-	573,944	-	563,169	-	355,600	-	637,842	-
March	854,601	-	606,430	-	973,976	-	782,965	-	569,341	-
April	813,310	-	744,915	-	574,985	-	560,640	-	578,723	-
May	1,053,071	-	702,387	-	774,283	-	647,281	-	826,479	11,974
June	864,740	-	1,204,932	-	573,736	-	633,244	-	633,267	-
July	944,702	-	761,718	47,518	1,108,929	-	795,458	-	-	-
August	875,189	-	1,018,848	98,069	838,001	19,236	1,425,498	116,443	-	-
September	789,581	-	792,697	9,517	645,027	6,123	970,917	49,165	-	-
Total	$ 11,941,295	$ -	$ 10,521,902	$ 155,103	$ 10,040,257	$ 8,592	$ 11,137,561	$ 908,577	$ 7,870,599	$ 1,013,425
Gross Claims	$11,941,294.65		$10,521,902.47		$10,040,256.64		$11,137,561.27		$7,870,599.34	
ISL Excess	$0.00		$155,103.42		$8,592.03		$908,576.68		$1,013,425.14	
Net Claims	$11,941,294.65		$10,366,799.05		$10,031,664.61		$10,228,984.59		$6,857,174.20	
Average Subscribers	1118.67		1112.08		1132.17		1153.08		1145.11	
Total Net Claims PEPM	$889.55		$776.83		$738.38		$739.25		$665.36	
Percent Over Prior	N/A		12.7%▼		4.9%▼		0.1%▲		10.0%▼	
Average Mbrs Per Month	2683		2579		2575		2586		2549	
Total Net Claims PMPM	$373.67		$334.98		$324.63		$329.69		$298.85	
Percent Over Prior	N/A		10.4%▼		3.1%▼		1.6%▲		9.4%▼	

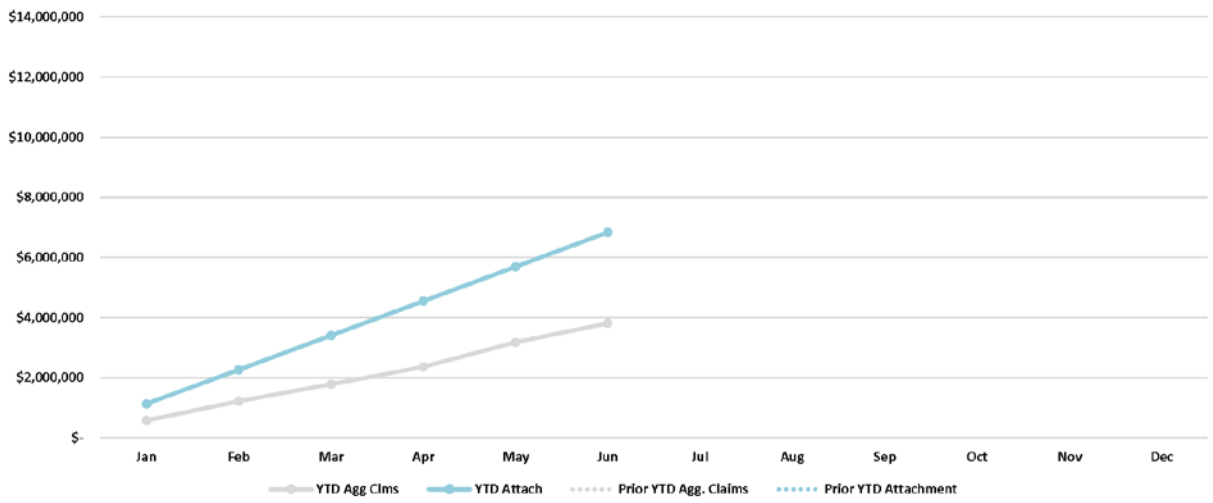
- Over the past 5 years, ABC Company's Medical and Pharmacy PEPM has decreased -25.20%.
- According to National Trend, Medical and Pharmacy claims should expect to see a at least a 25% to 35% increase over 5 years.



Aggregate Claims Vs. Attachment

ABC Company

Jan 1, 2020 - Jun 30, 2020



Month	Enroll	Agg Claims	Attachment	YTD Agg Clms	YTD Attach	Balance	Prior YTD Clms	Prior YTD Att.	Prior Balance	Diff.
Jan-20	1,143	$ 579,371.97	$ 1,135,181.88	$ 579,371.97	$ 1,135,181.88	$ 555,809.91	$ -	$ -	$ -	-
Feb-20	1,138	637,842.42	1,130,216.08	1,217,214.39	2,265,397.96	1,048,183.57	-	-	-	-
Mar-20	1,147	569,340.53	1,139,154.52	1,786,554.92	3,404,552.48	1,617,997.56	-	-	-	-
Apr-20	1,150	578,722.67	1,142,134.00	2,365,277.59	4,546,686.48	2,181,408.89	-	-	-	-
May-20	1,156	814,505.67	1,148,092.96	3,179,783.26	5,694,779.44	2,514,996.18	-	-	-	-
Jun-20	1,152	633,267.26	1,144,120.32	3,813,050.54	6,838,899.76	3,025,849.22	-	-	-	-
Jul-20	-	-	-	-	-	-	-	-	-	-
Aug-20	-	-	-	-	-	-	-	-	-	-
Sep-20	-	-	-	-	-	-	-	-	-	-
Oct-20	-	-	-	-	-	-	-	-	-	-
Nov-20	-	-	-	-	-	-	-	-	-	-
Dec-20	-	-	-	-	-	-	-	-	-	-


ABC Company
HIGH COST CLAIMANTS
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McGriff
EMPLOYEE BENEFIT SOLUTIONS

High Cost Claims Summary - Current Year

ABC Company

January 1, 2020 - June 30, 2020 — *Claimants over $100k*

Rank	Prior	Class	Plan	Gender	Relationship	Age	Diagnosis	Amount	Over Spec
1	4	Active	HSA HMO	Male	Dep. Child	<1-19	Liveborn birth	$ 361,974	$ 11,974
2	-	Retiree	HMO 5000	Male	Subscriber	50-59	Arterial embolism and thrombosis	$ 198,699	$ -
3	2	Active	HMO 5000	Male	Spouse	60-64	Other diseases of intestine	$ 157,406	$ -
4	13	Active	EPO HSA 5000	Female	Dep. Child	<1-19	Increased heart rate	$ 100,812	$ -
5	-	-	-	-	-	-	-	$ -	$ -
6	-	-	-	-	-	-	-	$ -	$ -
7	-	-	-	-	-	-	-	$ -	$ -
8	-	-	-	-	-	-	-	$ -	$ -
9	-	-	-	-	-	-	-	$ -	$ -
10	-	-	-	-	-	-	-	$ -	$ -
11	-	-	-	-	-	-	-	$ -	$ -
12	-	-	-	-	-	-	-	$ -	$ -
13	-	-	-	-	-	-	-	$ -	$ -
14	-	-	-	-	-	-	-	$ -	$ -
15	-	-	-	-	-	-	-	$ -	$ -
Total								$ 818,890	$ 11,974

High Cost Claims by Month

Rank	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Amount	Reimburs.
1	699	35	-	-	361,239	-	-	-	-	-	-	-	$ 361,974	$ 11,974
2	-	1,932	13,478	158,651	10,159	14,479	-	-	-	-	-	-	$ 198,699	$ -
3	75,940	48,344	23,102	5,376	2,334	2,310	-	-	-	-	-	-	$ 157,406	$ -
4	12,179	58,933	27,138	735	1,606	221	-	-	-	-	-	-	$ 100,812	$ -
5	-	-	-	-	-	-	-	-	-	-	-	-	$ -	$ -
6	-	-	-	-	-	-	-	-	-	-	-	-	$ -	$ -
7	-	-	-	-	-	-	-	-	-	-	-	-	$ -	$ -
8	-	-	-	-	-	-	-	-	-	-	-	-	$ -	$ -
9	-	-	-	-	-	-	-	-	-	-	-	-	$ -	$ -
10	-	-	-	-	-	-	-	-	-	-	-	-	$ -	$ -
11	-	-	-	-	-	-	-	-	-	-	-	-	$ -	$ -
12	-	-	-	-	-	-	-	-	-	-	-	-	$ -	$ -
13	-	-	-	-	-	-	-	-	-	-	-	-	$ -	$ -
14	-	-	-	-	-	-	-	-	-	-	-	-	$ -	$ -
15	-	-	-	-	-	-	-	-	-	-	-	-	$ -	$ -
Total	88,818	109,244	63,718	164,761	375,338	17,010	-	-	-	-	-	-	$ 818,890	$ 11,974

High Cost Claims Summary - Prior Year

ABC Company

January 1, 2019 - December 1, 2019

Rank	Prior	Class	Plan	Gender	Relationship		Diagnosis	Amount	Over Spec
1		Active	HSA HMO	Male	Dep. Child	<1-19	Liveborn birth	$ 821,939	$ 521,939
2		Active	HMO 5000	Male	Spouse	60-64	Intestinal obstruction	$ 542,722	$ 242,722
3		Active	HSA HMO	Male	Dep. Child	<1-19	Complication of unspecified infection (sepsis)	$ 515,236	$ 215,236
4		Active	HSA HMO	Male	Dep. Child	<1-19	Liveborn birth	$ 449,231	$ 149,231
5		Active	HMO 3000	Female	Spouse	40-49	Organ or tissue transplant	$ 337,932	$ 37,932
6		Active	HSA	Male	Dep. Child	<1-19	Congenital heart defect	$ 256,437	$ -
7		Active	HSA HMO	Male	Dep. Child	20-29	Congenital heart defect	$ 209,058	$ -
8		Active	HSA HMO	Male	Dep. Child	<1-19	Q07 - Other congenital malformations of nervous system	$ 183,142	$ -
9		Active	HSA HMO	Male	Subscriber	60-64	Unspecified pain	$ 178,025	$ -
10		Active	HSA	Male	Subscriber	60-64	Irregular heartbeat	$ 160,382	$ -
11		Active	HSA	Male	Subscriber	30-39	Abscess of anal and rectal regions	$ 129,849	$ -
12		Retiree	HMO 5000	Male	Subscriber	60-64	Osteoarthritis of knee	$ 116,367	$ -
13		Active	HSA HMO	Female	Dep. Child	<1-19	Increased heart rate	$ 105,371	$ -
14		Active	HMO 3000	Male	Subscriber	65+	Aftereffects of cerebrovascular disease	$ 100,443	$ -
15		Active	HSA HMO	Female	Subscriber	65+	Abdominal hernia	$ 98,480	$ -
Total								$ 4,204,615	$ 1,167,060

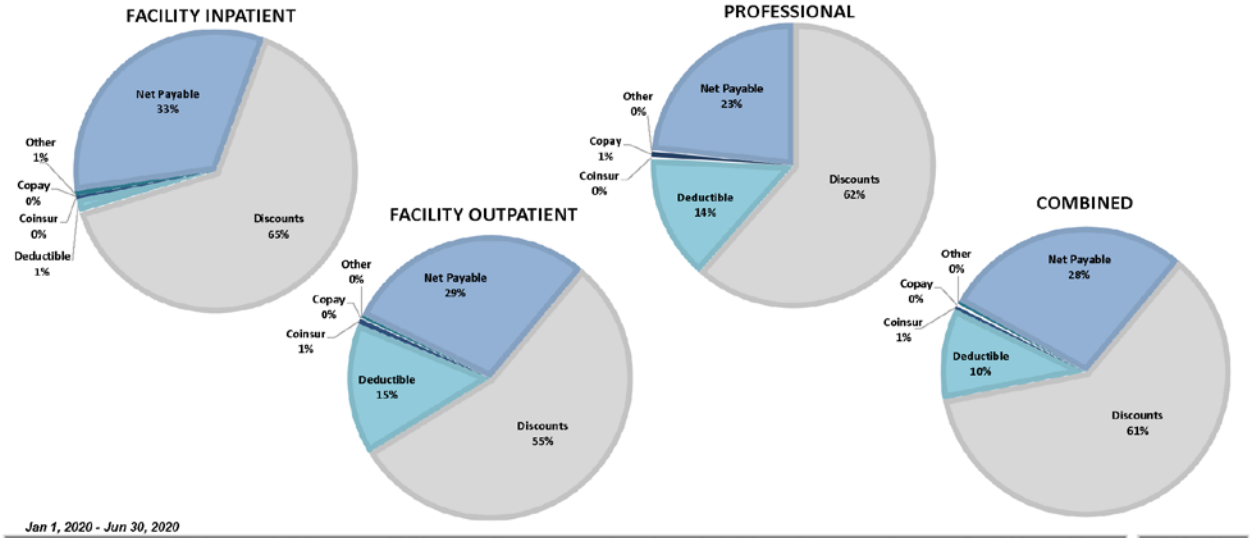
Top 15 Claimants

High Cost Claims by Month

Rank	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Amount	Over Spec
1	-	-	-	-	-	-	51,994	47,939	4,426	72,058	642,182	3,340	$ 821,939	$ 521,939
2	21,044	40,979	156,925	5,276	7,784	17,806	13,214	153,415	49,165	7,348	25,669	44,096	$ 542,722	$ 242,722
3	-	-	-	-	32,272	12,735	5,686	12,329	3,989	396	1,179	446,650	$ 515,236	$ 215,236
4	-	-	-	-	-	-	55,019	67,924	11,826	32,554	281,387	520	$ 449,231	$ 149,231
5	4,222	78	115,815	10,047	22,732	15,030	17,566	33,803	14,901	47,124	39,319	17,295	$ 337,932	$ 37,932
6	91	3,197	24,850	329	10,225	2,559	13,456	45,807	152,407	4,371	413	(1,268)	$ 256,437	$ -
7	15	-	18,429	116,085	2,686	3,650	4,560	12,372	253	324	-	50,684	$ 209,058	$ -
8	-	-	-	-	-	4,078	3,203	170,153	3,228	515	927	1,037	$ 183,142	$ -
9	921	2,814	7,815	5,842	7,251	4,256	2,705	25,033	116,802	156	2,832	1,597	$ 178,025	$ -
10	57,069	2,716	218	852	774	208	705	25,461	8,248	48,332	11,256	4,543	$ 160,382	$ -
11	17,264	2,203	21,878	68	21,856	141	22,089	507	-	21,947	131	21,766	$ 129,849	$ -
12	1,798	6,680	9,358	10,365	9,867	9,738	8,836	13,071	20,783	3,239	6,663	15,969	$ 116,367	$ -
13	9	6,241	1,313	593	9,129	62,759	161	2,186	554	2,107	5,823	14,497	$ 105,371	$ -
14	14	158	180	44	105	38	-	-	23	162	94,742	4,978	$ 100,443	$ -
15	42	-	-	1,913	2,860	11,489	2,462	13,518	8,322	15,308	10	42,555	$ 98,480	$ -
Total	102,489	65,065	356,781	151,415	127,542	144,487	201,655	623,518	394,929	255,940	1,112,534	668,260	$ 4,204,615	$ 1,167,060


ABC Company
PLAN UTILIZATION
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Medical Distribution and Savings
ABC Company



Jan 1, 2020 - Jun 30, 2020

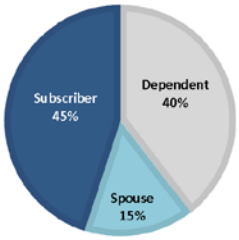
All Plans	Billed	Ineligible	Eligible	Discounts	Covered	Deductible	Coinsur	Copay	Total OOP	Other	Net Payable
Facility Inpatient	$ 10,449,187	$ 6,887,647	$ 3,561,540	$ 2,306,149	$ 1,255,391	$ 54,740	$ 11,393	$ -	$ 66,133	$ 20,832	$ 1,168,427
Facility Outpatient	$ 3,484,740	$ 523,884	$ 2,960,856	$ 1,631,932	$ 1,328,923	$ 444,749	$ 17,459	$ 3,757	$ 465,966	$ 9,750	$ 853,208
Professional	$ 5,202,166	$ 1,024,088	$ 4,178,077	$ 2,570,858	$ 1,607,219	$ 593,359	$ 9,728	$ 25,114	$ 628,201	$ 6,086	$ 972,932
Total	$ 19,136,092	$ 8,435,619	$ 10,700,473	$ 6,508,939	$ 4,191,534	$ 1,092,848	$ 38,580	$ 28,872	$ 1,160,300	$ 36,668	$ 2,994,566

Medical by Relationship

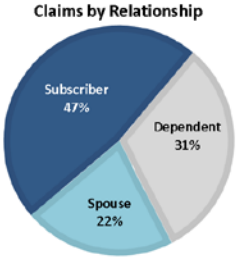
ABC Company

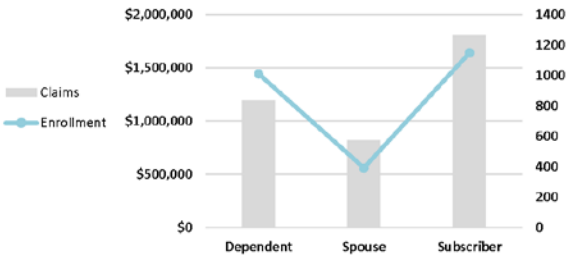
Current Year To Date — *Jan 1, 2020 - Jun 30, 2020*

Enrollment by Relationship



Claims by Relationship



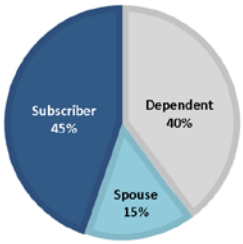


	Subscriber	Spouse	Dependent	Total
Enrollment	1148	393	1011	2552
Paid Claims	$1,809,608.70	$818,634.82	$1,196,580.68	$3,825,024.20
Paid Per Utilizing Member	$1,576.77	$2,083.55	$1,183.76	$1,499.13
PMPM	$262.80	$347.26	$197.29	$249.85
Change	16.2%▲•	30.0%▼	37.1%▲•	6.3%▲•

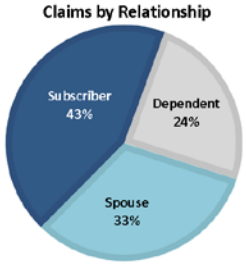
- *Overall enrollment is down 1.2%*
- *Dependent's saw the largest decrease in enrollment at 1.7%*
- *Spouse's saw the largest decrease in claims at -30.0%*

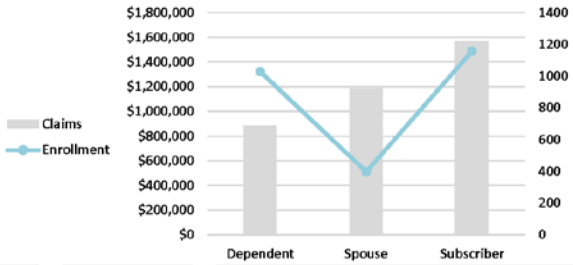
Prior Year To Date — *Jan 1, 2019 - Jun 30, 2019*

Enrollment by Relationship



Claims by Relationship





	Subscriber	Spouse	Dependent	Total
Enrollment	1157	397	1028	2582
Paid Claims	$1,569,918.07	$1,182,372.49	$887,417.21	$3,639,707.77
Paid Per Utilizing Member	$1,357.47	$2,975.77	$863.25	$1,409.74
PMPM	$226.25	$495.96	$143.87	$234.96

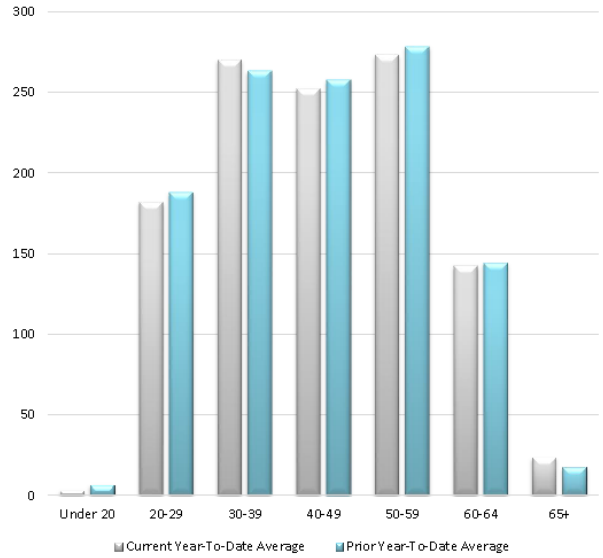
Notes:

Member Distribution

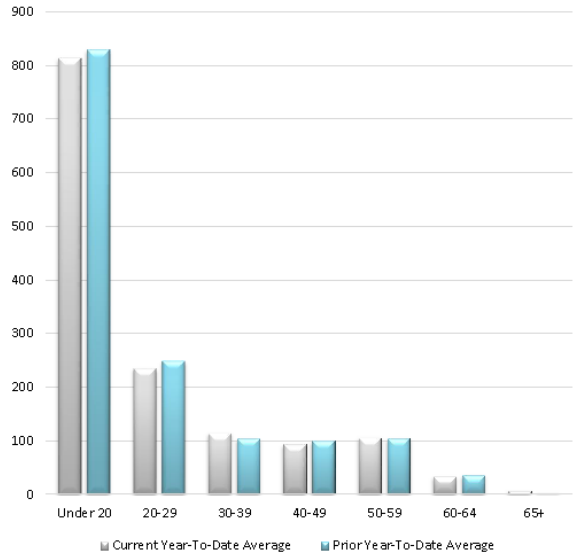
ABC Company

Jan 1, 2020 - Jun 30, 2020

Subscriber Distribution by Age



Dependent Distribution by Age



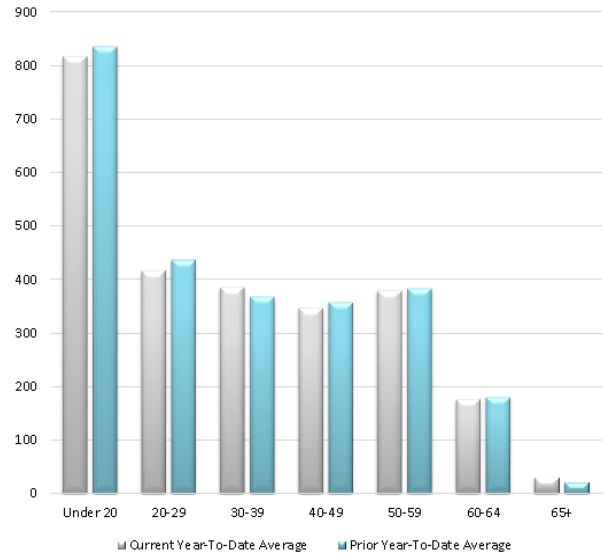
	Current Year-To-Date Average		Prior Year-To-Date Average		Diff. in
Age	Subscriber	Dependent	Subscriber	Dependent	Mbrship
Under 20	3	814	7	830	2.4%▼
20-29	182	235	188	249	4.6%▼
30-39	270	115	264	104	4.6%▲
40-49	253	94	258	100	3.1%▼
50-59	273	106	279	104	1.0%▼
60-64	143	34	144	36	1.7%▼
65+	24	7	18	3	47.6%▲

Member Distribution

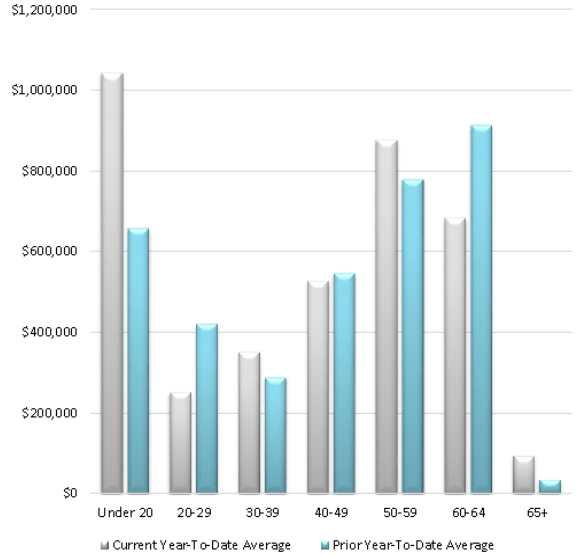
ABC Company

Jan 1, 2020 - Jun 30, 2020

All Member Distribution by Age



Claims Distribution by Age

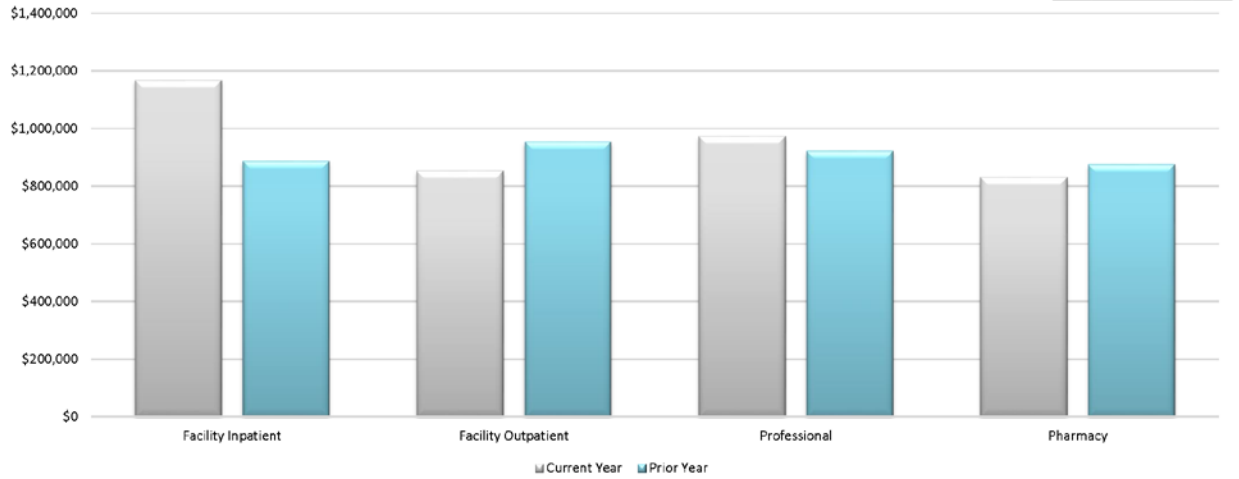


	Current Year-To-Date Average			Prior Year-To-Date Average		Diff. in
Age	Average Mbrs	Paid Claims	Average Mbrs	Paid Claims	Claims
Under 20	817	$1,042,003.69	836	$658,347.77	58.3%▲
20-29	417	$251,561.49	437	$420,373.31	40.2%▼
30-39	385	$350,410.61	368	$287,604.06	21.8%▲
40-49	347	$528,005.87	358	$546,094.40	3.3%▼
50-59	379	$875,795.11	383	$778,686.90	12.5%▲
60-64	177	$683,595.50	180	$914,136.77	25.2%▼
65+	30	$93,651.93	21	$34,464.56	171.7%▲

Utilization by Service Category

ABC Company

Jan 1, 2020 - Jun 30, 2020



Current Year	Facility Inpatient	Facility Outpatient	Professional	Pharmacy
Claimants	51	349	1991	1578
Claims	70	777	11354	10225
Paid	$1,168,426.57	$853,207.56	$972,931.83	$830,458.24
Total Paid PMPM	$76.32	$55.73	$63.55	$54.25

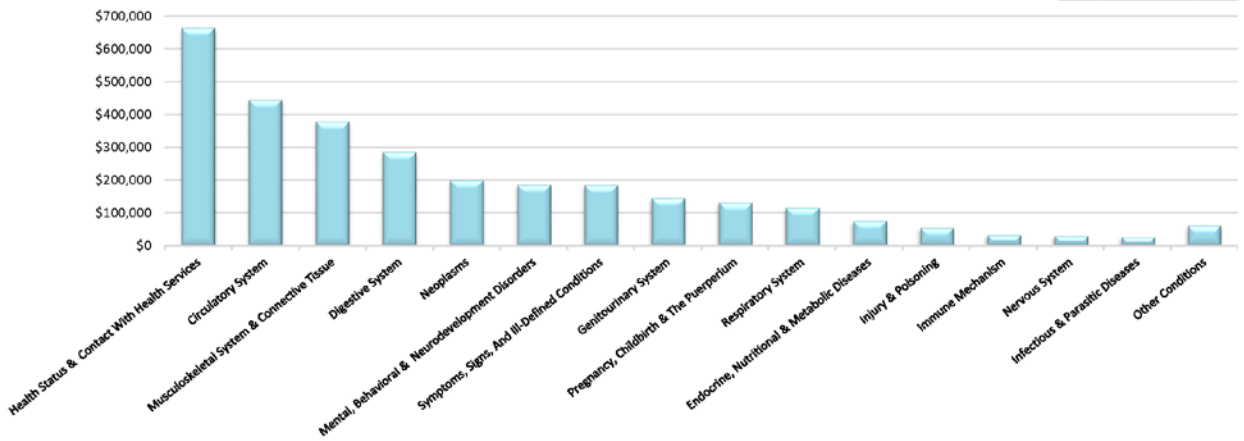
Prior Year	Facility Inpatient	Facility Outpatient	Professional	Pharmacy
Claimants	46	428	2078	1750
Claims	78	1047	11834	11803
Paid	$886,993.82	$954,138.28	$922,671.56	$875,904.11
Total Paid PMPM	$57.26	$61.59	$59.56	$56.54

Increase/Decrease	Facility Inpatient	Facility Outpatient	Professional	Pharmacy
Claimants	+5	-79	-87	-172
Claims	-8	-270	-480	-1,578
Paid	+$281,432.75	-$100,930.72	+$50,260.27	-$45,445.87
Total Paid PMPM	+$19.06	-$5.86	+$3.99	-$2.30

Utilization by Diagnostic Category

ABC Company

Jan 1, 2020 - Jun 30, 2020

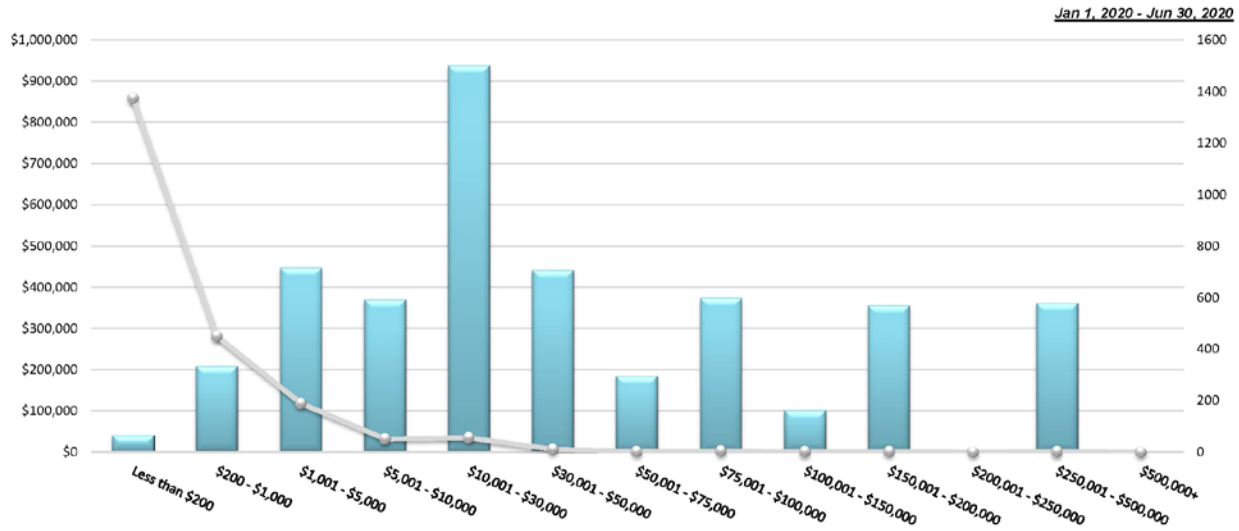


Diagnistoc Category	Num. Claimants	Num. Claims	Paid Claims	YTD PEPM	Prior YTD PEPM	Difference
Health Status & Contact With Health Services	1853	2779	$662,935.71	$96.27	$52.06	84.94%▲•
Circulatory System	263	600	$444,490.26	$64.55	$19.72	227.25%▲•
Musculoskeletal System & Connective Tissue	717	1559	$377,497.34	$54.82	$61.57	10.96%▼
Digestive System	212	490	$283,653.52	$41.19	$68.51	39.87%▼
Neoplasms	170	378	$198,128.65	$28.77	$25.30	13.71%▲•
Mental, Behavioral & Neurodevelopment Disorders	251	1056	$183,902.22	$26.71	$11.77	126.98%▲•
Symptoms, Signs, And Ill-Defined Conditions	909	1523	$183,336.37	$26.62	$29.06	8.39%▼
Genitourinary System	293	448	$143,328.48	$20.81	$11.44	82.00%▲•
Pregnancy, Childbirth & The Puerperium	93	166	$130,030.43	$18.88	$11.43	65.14%▲•
Respiratory System	1091	1536	$114,474.63	$16.62	$16.98	2.07%▼
Endocrine, Nutritional & Metabolic Diseases	489	1091	$74,208.13	$10.78	$9.73	10.78%▲•
Injury & Poisoning	244	383	$53,622.64	$7.79	$15.66	50.28%▼
Immune Mechanism	6	25	$31,540.30	$4.58	$3.41	34.20%▲•
Nervous System	122	254	$28,622.84	$4.16	$15.44	73.08%▼
Infectious & Parasitic Diseases	111	173	$24,695.77	$3.59	$5.40	33.53%▼
Other Conditions	-	-	$60,098.67	$8.73	$40.82	78.62%▼
All Categories	2003	12201	$2,994,565.96	$434.88	$398.30	9.18%▲•

Paid Band Summary

ABC Company

Jan 1, 2020 - Jun 30, 2020



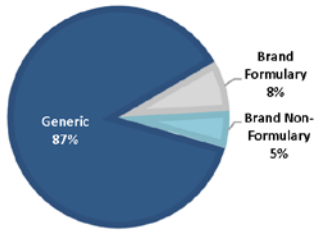
Paid Per Member	Claimants	Paid Claims	% of Claimants	% of Paid Claims	Paid Per Claimant
Less than $200	1373	$41,327.56	64.16%	1.08%	$30.10
$200 - $1,000	449	$208,454.91	20.98%	5.45%	$464.26
$1,001 - $5,000	189	$447,782.80	8.83%	11.71%	$2,369.22
$5,001 - $10,000	51	$370,045.87	2.38%	9.67%	$7,255.80
$10,001 - $30,000	56	$937,458.48	2.62%	24.51%	$16,740.33
$30,001 - $50,000	11	$442,281.85	0.51%	11.56%	$40,207.44
$50,001 - $75,000	3	$184,834.12	0.14%	4.83%	$61,611.37
$75,001 - $100,000	4	$373,948.15	0.19%	9.78%	$93,487.04
$100,001 - $150,000	1	$100,812.37	0.05%	2.64%	$100,812.37
$150,001 - $200,000	2	$356,104.43	0.09%	9.31%	$178,052.22
$200,001 - $250,000	-	-	-	-	-
$250,001 - $500,000	1	$361,973.66	0.05%	9.46%	$361,973.66
$500,000+	-	-	-	-	-

Pharmacy Cost by Source

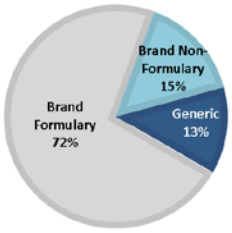
ABC Company

Jan 1, 2020 - Jun 30, 2020

Tier Breakdown - No. of Scripts



Tier Breakdown - Plan Cost



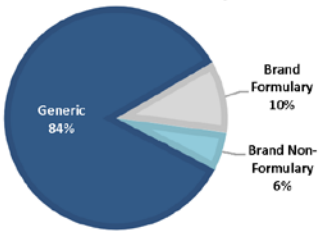
Member vs. Plan - Cost Sharing



Current Year-To-Date

	Number of Scripts			*Plan Cost*			*Cost Sharing*		
	Retail	Mail	Total RX	Retail	Mail	Total RX	Member	Plan	Total RX
Brand Formulary	701	6	707	$596,395	$3,795	$600,190	$82,827	$600,190	$683,018
Brand Non-Formulary	510	2	512	$122,883	$2,893	$125,775	$90,607	$125,775	$216,382
Generic	8305	16	8321	$104,402	$91	$104,493	$150,320	$104,493	$254,812
Total	9516	24	9540	$823,680	$6,778	$830,458	$323,754	$830,458	$1,154,212

Brand vs. Generic - No. of Scripts



Brand vs. Generic - Plan Cost



Member vs. Plan - Cost Sharing



Prior Year-To-Date

	Number of Scripts			*Plan Cost*			*Cost Sharing*		
	Retail	Mail	Total RX	Retail	Mail	Total RX	Member	Plan	Total RX
Brand Formulary	1160	0	1160	$613,008	$0	$613,008	$118,619	$613,008	$731,627
Brand Non-Formulary	625	0	625	$174,918	$0	$174,918	$96,303	$174,918	$271,222
Generic	9338	31	9369	$87,611	$367	$87,978	$169,719	$87,978	$257,697
Total	11123	31	11154	$875,537	$367	$875,904	$384,641	$875,904	$1,260,546

Top Drugs by Paid Amount

ABC Company

Jan 1, 2020 - Jun 30, 2020

Rank	Drug Name	Usage/Indication	Tier	Clmts	Script Count	Days Supply	Net Paid	Paid Per Script
1	STELARA*	Treatment of plaque psoriasis	Brand Formulary	1	3	30.0	$65,214.06	$21,738.02
2	HUMIRA*	Treatment of rheumatoid arthritis and other conditions	Brand Formulary	1	5	28.0	$51,355.45	$10,271.09
3	TRULICITY	Treatment of type 2 diabetes	Brand Formulary	14	27	66.7	$49,115.66	$1,819.10
4	GLYXAMBI	Treatment of type 2 diabetes	Brand Formulary	17	29	82.8	$41,675.44	$1,437.08
5	JANUVIA	Treatment of type 2 diabetes	Brand Formulary	14	24	85.0	$31,067.24	$1,294.47
6	OTEZLA*	Treatment of moderate to severe plaque psoriasis	Brand Formulary	2	10	30.0	$23,650.01	$2,365.00
7	ORENCIA CLICK*	Treatment of rheumatoid arthritis	Brand Non-Formulary	1	6	29.0	$22,333.92	$3,722.32
8	ENBREL SURECLICK*	Treatment of psoriasis and rheumatoid arthritis	Brand Formulary	1	4	28.0	$21,741.44	$5,435.36
9	TREMFYA*	Treatment for plaque psoriasis	Brand Formulary	1	3	29.3	$21,024.88	$7,008.29
10	TRESIBA FLEX	Treatment for type 1 and type 2 diabetes	Brand Formulary	9	22	51.7	$20,889.95	$949.54
11	LANTUS SOLOS	Treatment for Diabetes	Brand Formulary	10	20	60.8	$19,694.12	$984.71
12	VICTOZA	Treatment of type 2 diabetes	Brand Formulary	7	11	53.2	$17,011.52	$1,546.50
13	SYMBICORT	Treatment of asthma, COPD	Brand Formulary	21	38	40.2	$16,486.05	$433.84
14	OZEMPIC	Treatment for Type 2 Diabetes	Brand Formulary	5	14	40.1	$15,771.85	$1,126.56
15	JARDIANCE	Treatment of type 2 diabetes	Brand Formulary	8	14	64.3	$13,639.90	$974.28
16	NOVOLOG	Treatment of type 1 diabetes	Brand Formulary	9	12	52.4	$11,412.99	$951.08
17	UNDISCLOSED	Undisclosed due to privacy considerations	Brand Formulary	1	5	30.0	$10,936.50	$2,187.30
18	XIFAXAN	Treatment of hepatic encephalopathy (brain effects from liver failure)	Brand Formulary	1	6	30.0	$10,527.91	$1,754.65
19	ELIQUIS	Reduces risk of stroke and blood clots	Brand Formulary	5	12	57.5	$10,455.10	$871.26
20	BRILINTA	Prevention of stroke, heart attacks and other circulatory/heart issues	Brand Formulary	6	11	73.6	$10,065.85	$915.08
21	ENBREL*	Treatment of psoriasis and rheumatoid arthritis	Brand Formulary	2	8	28.5	$9,485.67	$1,185.71
22	JANUMET	Treatment of type 2 diabetes	Brand Formulary	4	12	50.0	$9,104.31	$758.69
23	LEVEMIR	Treatment of type 1 diabetes	Brand Formulary	5	6	68.7	$9,021.04	$1,503.51
24	HUMIRA PEN*	Treatment of rheumatoid arthritis and other conditions	Brand Formulary	1	2	28.0	$8,140.37	$4,070.19
25	CONTOUR	Blood glucose test strip	Brand Formulary	24	30	69.3	$7,932.60	$264.42
Total of Top 25 Drugs				–	334	56.6	$527,753.83	$1,580.10
All Other				–	9,206	43.4	$302,704.41	$32.88
All Prescriptions Drugs				1,578	9,540	43.9	$830,458.24	$87.05

*Indicated Specialty

Top Drugs by Number of Prescriptions

ABC Company

Jan 1, 2020 - Jun 30, 2020

Rank	Drug Name	Usage/Indication	Tier	Clmts	Script Count	Days Supply	Net Paid	Paid Per Script
1	LEVOTHYROXIN	Treatment of thyroid conditions	Generic	118	216	65.2	$671.46	$3.11
2	ROSUVASTATIN	Treatment of high cholesterol, triglycerides (Crestor generic)	Generic	119	200	78.8	$176.32	$0.88
3	BROM/PSE/DM	Cough supressant, decongestant, antihistimine	Generic	191	190	4.6	$173.27	$0.91
4	FLUTICASONE	Treatment of asthma and hay fever	Generic	166	183	40.8	$184.24	$1.01
5	ATORVASTATIN	Treatment of high cholesterol	Generic	111	179	81.3	$401.09	$2.24
6	AZITHROMYCIN	Treatment of bacterial infections	Generic	172	177	6.1	$199.09	$1.12
7	AMOXICILLIN	Treatment of bacterial infections	Generic	162	168	8.9	$120.96	$0.72
8	ESCITALOPRAM	Treatment of depression & bipolar disorder	Generic	82	163	52.9	$379.68	$2.33
9	LISINOPRIL	Treatment of high blood pressure	Generic	101	157	74.5	$148.44	$0.95
10	MONTELUKAST	Treatment and prevention of asthma attacks	Generic	100	150	65.9	$210.15	$1.40
11	AMLODIPINE	Treatment of high blood pressure	Generic	99	148	71.6	$166.17	$1.12
12	AMOXICILLIN/CLAVULANIC ACID	Treatment of bacterial infections	Generic	143	147	9.7	$258.50	$1.76
13	METFORMIN	Treatment of type 2 diabetes	Generic	84	144	71.7	$248.44	$1.73
14	SERTRALINE	Treatment of depression	Generic	77	142	53.1	$318.91	$2.25
15	LOSARTAN POTASSIUM	Treatment of hypertension	Generic	81	115	70.7	$211.40	$1.84
16	GABAPENTIN	Treatment of seizures, restless leg syndrome, pain	Generic	53	114	40.2	$405.96	$3.56
17	METHYLPREDNISOLONE	Treatment of allergies, lupus, ulcerative colitis	Generic	103	103	5.9	$209.24	$2.03
18	OSELTAMIVIR	Treatment and prevention of influenza	Generic	110	101	5.9	$899.88	$8.91
19	ZOLPIDEM	Treatment of insomnia	Generic	32	100	33.4	$53.33	$0.53
20	PREDNISONE	Treatment of ulcerative colitis, psoriasis, arthritis, other disorders	Generic	86	97	9.2	$73.66	$0.76
21	PANTOPRAZOLE	Treatment of gastric reflux disorder	Generic	47	96	50.8	$191.27	$1.99
22	CYCLOBENZAPRINE	Treatment of pain and stiffness from muscle spasms	Generic	69	93	23.8	$113.29	$1.22
23	HYDROCHLOROTHIAZIDE	Treatment of high blood pressure and water retention	Generic	55	90	72.9	$94.93	$1.05
24	HYDROCODONE/PARACETAMOL	Treatment of mild to moderate pain	Generic	49	86	14.6	$875.34	$10.18
25	PROAIR HFA	Treatment of breathing difficulties due to asthma and COPD	Brand Formulary	74	85	28.2	$5,304.60	$62.41
Total of Top 25 Drugs				--	3,444	43.8	$12,089.62	$3.51
All Other				--	6,096	44.0	$818,368.62	$134.25
All Prescriptions Drugs				1,578	9,540	43.9	$830,458.24	$87.05

*Indicated Specialty

Top Drug Classes by Paid

ABC Company

Jan 1, 2020 - Jun 30, 2020

Rank	Drug Class	Clmts	Script Count	Days Supply	Net Paid	Percent of Paid	Generic %	Formulary %	Specialty %
1	Insulin	52	95	53.7	$88,950.26	10.7%	0.0%	77.9%	0.0%
2	Antipsoriatics	4	6	19.7	$86,238.94	10.4%	0.0%	100.0%	100.0%
3	Incretin Mimetic Agents (GLP-1 Receptor Agonists)	26	52	56.7	$81,899.03	9.9%	0.0%	100.0%	0.0%
4	Antidiabetic Combinations	36	77	62.1	$68,164.25	8.2%	1.3%	72.7%	0.0%
5	Anti-TNF-alpha - Monoclonoal Antibodies	2	7	28.0	$59,495.82	7.2%	0.0%	100.0%	100.0%
6	Sympathomimetics	202	269	28.7	$48,139.51	5.8%	24.2%	97.4%	0.0%
7	Dipeptidyl Peptidase-4 (DPP-4) Inhibitors	18	31	82.3	$38,590.57	4.6%	0.0%	90.3%	0.0%
8	Soluble Tumor Necrosis Factor Receptor Agents	3	12	28.3	$31,227.11	3.8%	0.0%	100.0%	100.0%
9	Sodium-Glucose Co-Transporter 2 (SGLT2) Inhibitors	16	24	71.3	$24,083.47	2.9%	0.0%	83.3%	0.0%
10	Phosphodiesterase 4 (PDE4) Inhibitors	2	10	30.0	$23,650.01	2.8%	0.0%	100.0%	100.0%
11	Selective Costimulation Modulators	1	6	29.0	$22,333.92	2.7%	0.0%	0.0%	100.0%
12	Opioid Agonists	53	108	19.0	$11,982.92	1.4%	87.0%	94.4%	0.0%
13	Direct Factor Xa Inhibitors	6	13	60.0	$11,813.15	1.4%	0.0%	100.0%	0.0%
14	Steroid Inhalants	31	48	36.6	$10,971.39	1.3%	47.9%	89.6%	0.0%
15	0000 - Not Available	1	5	30.0	$10,936.50	1.3%	0.0%	100.0%	0.0%
16	Anti-infective Agents - Misc.	25	30	11.3	$10,551.61	1.3%	80.0%	100.0%	0.0%
17	Platelet Aggregation Inhibitors	14	26	78.5	$10,083.97	1.2%	57.7%	100.0%	0.0%
18	Diagnostic Tests	31	37	64.1	$9,258.75	1.1%	0.0%	81.1%	0.0%
19	Combination Contraceptives - Oral	122	226	58.3	$9,175.72	1.1%	97.3%	97.3%	0.0%
20	Combination Contraceptives - Vaginal	16	30	60.7	$8,952.00	1.1%	80.0%	100.0%	0.0%
21	Antihypertensive Combinations	145	221	70.5	$7,456.67	0.9%	96.8%	96.8%	0.0%
22	Amphetamines	61	125	33.4	$7,339.38	0.9%	57.6%	94.4%	0.0%
23	Nonsteroidal Anti-inflammatory Agents (NSAIDs)	223	282	35.8	$6,978.89	0.8%	98.6%	98.6%	0.0%
24	Smoking Deterrents	21	23	29.7	$6,932.70	0.8%	43.5%	100.0%	0.0%
25	Anticonvulsants - Misc.	110	229	41.8	$6,184.76	0.7%	95.2%	95.2%	0.0%
Total of Top 25 Drugs		--	1,992	45.5	$701,391.30	84.5%	63.2%	94.2%	2.1%
All Other		--	7,548	43.5	$129,066.94	15.5%	93.6%	94.8%	0.1%
All Prescriptions Drugs		1,578	9,540	43.9	$830,458.24	100.0%	87.3%	94.7%	0.47%


ABC Company
DENTAL OVERVIEW
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McGriff
EMPLOYEE BENEFIT SOLUTIONS

Dental Historic - Plan Year

ABC Company

Jan 1, 2020 - Jun 30, 2020	2018 Dental Carrier Fully Insured				2019 Dental Carrier Fully Insured				2020 Dental Carrier Fully Insured			
	Subs	Mbrs	Paid	Premium	Subs	Mbrs	Paid	Premium	Subs	Mbrs	Paid	Premium
January	4,693	10,365	$ 225,849	$ 222,057	4,808	10,461	$ 219,622	$ 239,124	4,954	10,637	$ 239,781	$ 240,603
February	4,706	10,414	206,547	223,068	4,823	10,469	196,196	239,135	4,950	10,618	205,800	240,250
March	4,715	10,441	253,271	223,523	4,805	10,409	257,383	238,051	4,938	10,593	198,567	239,882
April	4,675	10,355	223,627	221,895	4,777	10,363	220,625	236,875	4,943	10,604	56,891	240,069
May	4,706	10,379	195,208	222,397	4,778	10,333	204,374	236,032	4,913	10,554	90,860	527
June	4,707	10,361	196,143	222,083	4,766	10,309	209,799	235,229	4,874	10,465	177,068	237,212
July	4,688	10,227	205,649	219,832	4,764	10,283	229,972	234,585	-	-	-	-
August	4,665	10,161	217,397	217,846	4,801	10,297	224,308	234,387	-	-	-	-
September	4,675	10,192	172,816	218,423	4,762	10,252	174,474	233,485	-	-	-	-
October	4,686	10,209	202,797	218,769	4,791	10,267	206,987	233,446	-	-	-	-
November	4,691	10,174	187,050	218,249	4,793	10,250	190,252	233,413	-	-	-	-
December	4,639	10,053	217,008	215,420	4,783	10,190	210,125	231,783	-	-	-	-
Total	56,246	123,331	$ 2,503,364	$ 2,643,562	57,451	123,883	$ 2,544,118	$ 2,825,545	29,572	63,471	$ 968,967	$ 1,198,543

	2018	2019	2020
Gross Claims	$2,503,363.77	$2,544,117.77	$968,967.18
Premium	$2,643,562.10	$2,825,545.16	$1,198,542.72
Loss Ratio	94.70%	90.04%	80.85%
Average EE's Per Month	4687	4788	4929
Total Net Claims PEPM	$44.51	$44.28	$32.77
Percent Over Prior	N/A	0.5%▼	26.0%▼

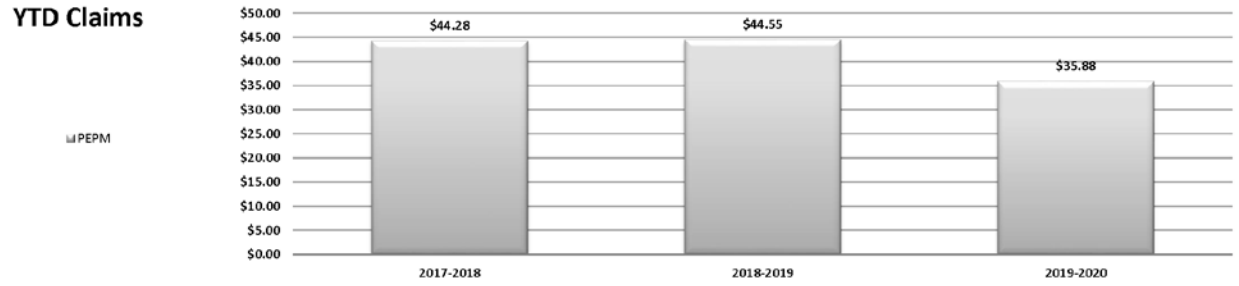
YTD Claims



Dental Historic - Fiscal Year

ABC Company

Oct 1, 2019 - Jun 30, 2020	2017-2018 Dental Carrier Fully Insured				2018-2019 Dental Carrier Fully Insured				2019-2020 Dental Carrier Fully Insured			
	Subs	Mbrs	Paid	Premium	Subs	Mbrs	Paid	Premium	Subs	Mbrs	Paid	Premium
October	4,563	9,898	$ 181,484	$ 213,007	4,686	10,209	$ 202,797	$ 218,769	4,791	10,267	$ 206,987	$ 233,446
November	4,529	9,847	193,135	211,948	4,691	10,174	187,050	218,249	4,793	10,250	190,252	233,413
December	4,499	9,778	200,593	210,624	4,639	10,053	217,008	215,420	4,783	10,190	210,125	231,783
January	4,693	10,365	225,849	222,057	4,808	10,461	219,622	239,124	4,954	10,637	239,781	240,603
February	4,706	10,414	206,547	223,068	4,823	10,469	196,196	239,135	4,950	10,618	205,800	240,250
March	4,715	10,441	253,271	223,523	4,805	10,409	257,383	238,051	4,938	10,593	198,567	239,882
April	4,675	10,355	223,627	221,895	4,777	10,363	220,625	236,875	4,943	10,604	56,891	240,069
May	4,706	10,379	195,208	222,397	4,778	10,333	204,374	236,032	4,913	10,554	90,860	527
June	4,707	10,361	196,143	222,083	4,766	10,309	209,799	235,229	4,874	10,465	177,068	237,212
July	4,688	10,227	205,649	219,832	4,764	10,283	229,972	234,585	-	-	-	-
August	4,665	10,161	217,397	217,846	4,801	10,297	224,308	234,387	-	-	-	-
September	4,675	10,192	172,816	218,423	4,762	10,252	174,474	233,485	-	-	-	-
Total	55,821	122,418	$ 2,471,720	$ 2,626,703	57,100	123,612	$ 2,543,610	$ 2,779,340	43,939	94,178	$ 1,576,331	$ 1,897,185
Gross Claims			$2,471,719.64				$2,543,610.33				$1,576,330.80	
Premium			$2,626,702.90				$2,779,340.18				$1,897,185.16	
Loss Ratio			94.10%				91.52%				83.09%	
Average EE's Per Month			4652				4758				4882	
Total Net Claims PEPM			$44.28				$44.55				$35.88	
Percent Over Prior			N/A				0.6%▲				19.5%▼	

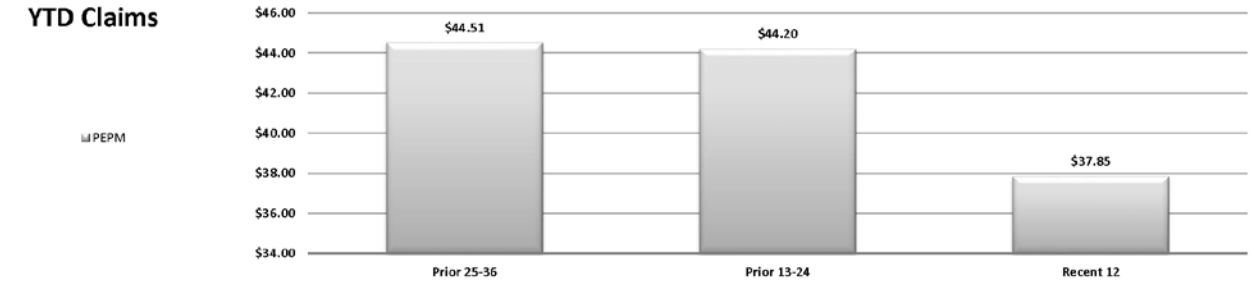


Dental Historic - Rolling 12

ABC Company

Jan 1, 2020 - Jun 30, 2020	Prior 25-36 Dental Carrier Fully Insured				Prior 13-24 Dental Carrier Fully Insured				Recent 12 Dental Carrier Fully Insured			
	Subs	Mbrs	Paid	Premium	Subs	Mbrs	Paid	Premium	Subs	Mbrs	Paid	Premium
July	4,581	9,942	$ 187,802	$ 213,566	4,688	10,227	$ 205,649	$ 219,832	4,764	10,283	$ 229,972	$ 234,585
August	4,571	9,910	217,148	213,126	4,665	10,161	217,397	217,846	4,801	10,297	224,308	234,387
September	4,575	9,932	190,586	213,807	4,675	10,192	172,816	218,423	4,762	10,252	174,474	233,485
October	4,563	9,898	181,484	213,007	4,686	10,209	202,797	218,769	4,791	10,267	206,987	233,446
November	4,529	9,847	193,135	211,948	4,691	10,174	187,050	218,249	4,793	10,250	190,252	233,413
December	4,499	9,778	200,593	210,624	4,639	10,053	217,008	215,420	4,783	10,190	210,125	231,783
January	4,693	10,365	225,849	222,057	4,808	10,461	219,622	239,124	4,954	10,637	239,781	240,603
February	4,706	10,414	206,547	223,068	4,823	10,469	196,196	239,135	4,950	10,618	205,800	240,250
March	4,715	10,441	253,271	223,523	4,805	10,409	257,383	238,051	4,938	10,593	198,567	239,882
April	4,675	10,355	223,627	221,895	4,777	10,363	220,625	236,875	4,943	10,604	56,891	240,069
May	4,706	10,379	195,208	222,397	4,778	10,333	204,374	236,032	4,913	10,554	90,860	527
June	4,707	10,361	196,143	222,083	4,766	10,309	209,799	235,229	4,874	10,465	177,068	237,212
Total	55,520	121,622	$ 2,471,394	$ 2,611,101	56,801	123,360	$ 2,510,718	$ 2,732,984	58,266	125,010	$ 2,205,085	$ 2,599,643

Gross Claims	$2,471,393.53	$2,510,718.16	$2,205,085.02
Premium	$2,611,101.04	$2,732,984.25	$2,599,642.64
Loss Ratio	94.65%	91.87%	84.82%
Average EE's Per Month	4627	4733	4856
Total Net Claims PEPM	$44.51	$44.20	$37.85
Percent Over Prior	N/A	0.7%▼	14.4%▼




ABC Company
VISION OVERVIEW
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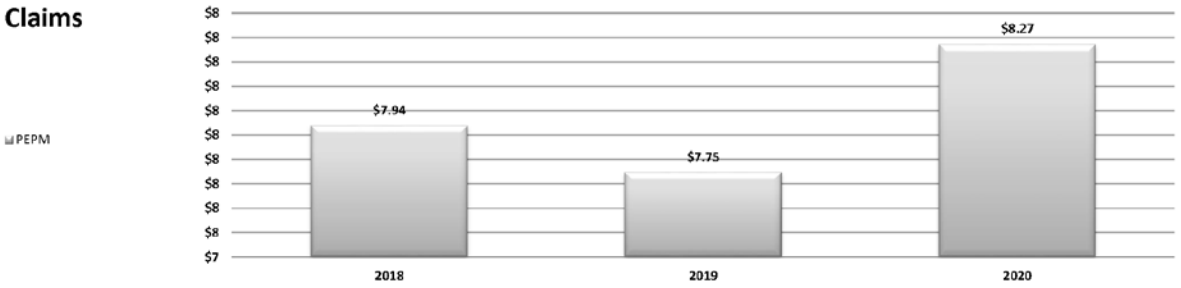
Vision Historic - Plan Year

ABC Company

Jan 1, 2020 - Jun 30, 2020	2018 Vision Carrier Fully Insured				2019 Vision Carrier Fully Insured				2020 Vision Carrier Fully Insured			
	Subs	Mbrs	Paid	Premium	Subs	Mbrs	Paid	Premium	Subs	Mbrs	Paid	Premium
January	369	892	$ 6,890	$ 3,629	383	889	$ 4,848	$ 3,707	378	840	$ 3,968	$ 3,766
February	369	889	3,477	3,624	371	872	3,077	3,616	376	832	3,691	3,739
March	363	871	2,793	3,565	370	868	3,377	3,606	378	836	1,706	3,770
April	359	860	2,619	3,521	375	879	3,723	3,651	-	-	-	-
May	362	866	2,996	3,555	374	864	2,610	3,613	-	-	-	-
June	368	867	1,529	3,569	373	856	1,267	3,585	-	-	-	-
July	367	863	1,890	3,563	369	846	2,001	3,545	-	-	-	-
August	363	848	3,312	3,509	370	847	2,516	3,551	-	-	-	-
September	364	851	2,364	3,533	367	835	2,919	3,489	-	-	-	-
October	366	851	2,760	3,535	374	836	2,931	3,512	-	-	-	-
November	367	857	2,287	3,563	373	826	2,012	3,489	-	-	-	-
December	367	852	1,893	3,554	364	801	3,300	3,377	-	-	-	-
Total	4384	10,367	$ 34,810	$ 42,721	4463	10,219	$ 34,580	$ 42,742	1132	2,508	$ 9,364	$ 11,275

	2018	2019	2020
Gross Claims	$34,810.11	$34,580.48	$9,364.49
Premium	$42,720.95	$42,741.60	$11,275.04
Loss Ratio	81.48%	80.91%	83.06%
Average EE's Per Month	365	372	377
Total Net Claims PEPM	$7.94	$7.75	$8.27
Percent Over Prior	N/A	2.4%▼	6.8%▲

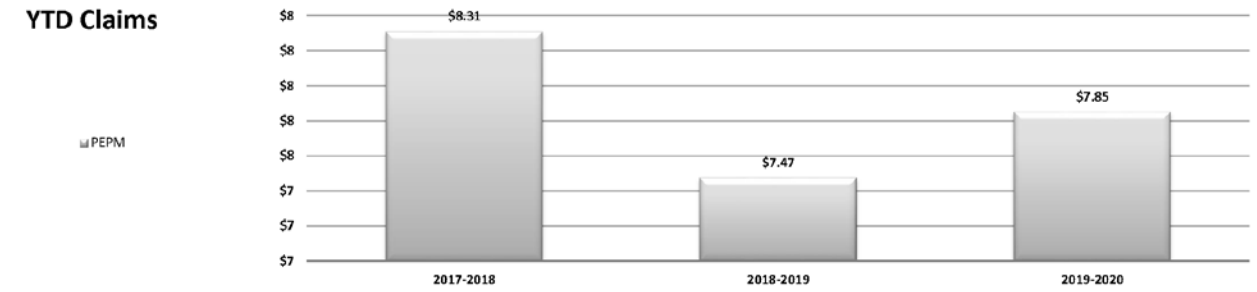
YTD Claims



Vision Historic - Fiscal Year

ABC Company

Oct 1, 2019 - Jun 30, 2020	2017-2018 Vision Carrier Fully Insured				2018-2019 Vision Carrier Fully Insured				2019-2020 Vision Carrier Fully Insured			
	Subs	Mbrs	Paid	Premium	Subs	Mbrs	Paid	Premium	Subs	Mbrs	Paid	Premium
October	358	831	$ 2,301	$ 3,451	366	851	$ 2,760	$ 3,535	374	836	$ 2,931	$ 3,512
November	355	826	2,607	3,445	367	857	2,287	3,563	373	826	2,012	3,489
December	354	827	3,375	3,426	367	852	1,893	3,554	364	801	3,300	3,377
January	369	892	6,890	3,629	383	889	4,848	3,707	378	840	3,968	3,766
February	369	889	3,477	3,624	371	872	3,077	3,616	376	832	3,691	3,739
March	363	871	2,793	3,565	370	868	3,377	3,606	378	836	1,706	3,770
April	359	860	2,619	3,521	375	879	3,723	3,651	-	-	-	-
May	362	866	2,996	3,555	374	864	2,610	3,613	-	-	-	-
June	368	867	1,529	3,569	373	856	1,267	3,585	-	-	-	-
July	367	863	1,890	3,563	369	846	2,001	3,545	-	-	-	-
August	363	848	3,312	3,509	370	847	2,516	3,551	-	-	-	-
September	364	851	2,364	3,533	367	835	2,919	3,489	-	-	-	-
Total	4351	10,291	$ 36,152	$ 42,391	4452	10,316	$ 33,277	$ 43,016	2243	4,971	$ 17,608	$ 21,653
Gross Claims			$36,152.15				$33,276.88				$17,608.40	
Premium			$42,390.55				$43,016.00				$21,652.74	
Loss Ratio			85.28%				77.36%				81.32%	
Average EE's Per Month			363				371				374	
Total Net Claims PEPM			$8.31				$7.47				$7.85	
Percent Over Prior			N/A				10.0%▼				5.0%▲	



Vision Historic - Rolling 12

ABC Company

Jan 1, 2020 - Jun 30, 2020	Prior 25-36 Vision Carrier Fully Insured				Prior 13-24 Vision Carrier Fully Insured				Recent 12 Vision Carrier Fully Insured			
	Subs	Mbrs	Paid	Premium	Subs	Mbrs	Paid	Premium	Subs	Mbrs	Paid	Premium
July	371	866	$ 2,674	$ 3,616	367	863	$ 1,890	$ 3,563	369	846	$ 2,001	$ 3,545
August	358	840	1,998	3,488	363	848	3,312	3,509	370	847	2,516	3,551
September	358	834	2,426	3,470	364	851	2,364	3,533	367	835	2,919	3,489
October	358	831	2,301	3,451	366	851	2,760	3,535	374	836	2,931	3,512
November	355	826	2,607	3,445	367	857	2,287	3,563	373	826	2,012	3,489
December	354	827	3,375	3,426	367	852	1,893	3,554	364	801	3,300	3,377
January	369	892	6,890	3,629	383	889	4,848	3,707	378	840	3,968	3,766
February	369	889	3,477	3,624	371	872	3,077	3,616	376	832	3,691	3,739
March	363	871	2,793	3,565	370	868	3,377	3,606	378	836	1,706	3,770
April	359	860	2,619	3,521	375	879	3,723	3,651	-	-	-	-
May	362	866	2,996	3,555	374	864	2,610	3,613	-	-	-	-
June	368	867	1,529	3,569	373	856	1,267	3,585	-	-	-	-
Total	4344	10,269	$ 35,684	$ 42,358	4440	10,350	$ 33,407	$ 43,036	3349	7,499	$ 25,044	$ 32,238

Gross Claims	$35,684.29	$33,406.83	$25,043.95
Premium	$42,358.20	$43,036.10	$32,238.09
Loss Ratio	84.24%	77.63%	77.68%
Average EE's Per Month	362	370	372
Total Net Claims PEPM	$8.21	$7.52	$7.48
Percent Over Prior	N/A	8.4%▼	0.6%▼

YTD Claims




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PLAN PROJECTIONS
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ACA Fees

ABC Company

PCORI Fee Plan Year Start	Plan Year End	Fee (PMPY)	Date Due		Quarterly Actual	Monthly Actual	Quarterly Factor	Monthly Factor
1/1/2015	12/31/2015	$2.17	7/31/2016	Members	2,683	2,682	**2,033**	**2,033**
				Amount Due	$5,822.11	$5,819.94	**$4,411.61**	**$4,411.61**
1/1/2016	12/31/2016	$2.26	7/31/2017	Members	2,667	2,664	2,026	**2,024**
				Amount Due	$6,027.42	$6,020.64	$4,578.76	**$4,574.24**
1/1/2017	12/31/2017	$2.39	7/31/2018	Members	2,550	2,551	**1,970**	1,971
				Amount Due	$6,094.50	$6,096.89	**$4,708.30**	$4,710.69
1/1/2018	12/31/2018	$2.45	7/31/2019	Members	2,580	2,584	**2,018**	2,022
				Amount Due	$6,321.00	$6,330.80	**$4,944.10**	$4,953.90
1/1/2019	12/31/2019	$2.54	7/31/2020	Members	2,576	2,573	**2,023**	**2,023**
				Amount Due	$6,543.04	$6,535.42	**$5,138.42**	**$5,138.42**
1/1/2020	12/31/2020	$2.69 *	7/31/2021	Members	2,546	2,552	**1,993**	1,996
				Amount Due	$6,854.85	$6,871.00	**$5,365.95**	$5,374.03

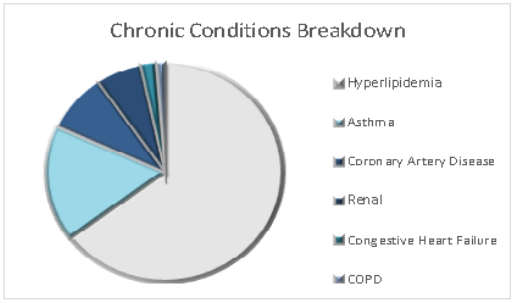
**Based on 6% trend*

COVID-19 Analysis
ABC Company

Legend

- Elevated Risk
- High Risk
- Highest Risk

Age Band	Subs	Mbrs
<1-19	11	1648
20-29	366	854
30-39	529	745
40-49	516	706
50-59	547	759
60-64	286	354
65+	42	52



According to the CDC, the following individuals are at high risk for severe illness:

- *Individuals above the age of 65*
- *Individuals in nursing homes*
- *Individuals with chronic lung Disease or moderate to severe asthma.*
- *Individuals who are immunocompromised*
- *Individuals with severe obesity*
- *Individuals with diabetes*
- *Individuals with chronic kidney disease undergoing dialysis*
- *Individuals with liver disease*

- COVID-19 has a fatality rate between .3% and 1.5% according to WHO. By comparison, SARS was 7%-15% and MERS was 43%.
- COVID-19 is more infectious than the Flu, SARS and MERS.
- 80%-85% of those are infected are asymptomatic or have mild symptoms.
- However, more than a third of those who are hospitalized will require breathing support.
- While estimating potential cost impact is very difficult, we do know that virtually all routine and non-essential surgeries have been postponed.
- If the number of infected stay low and/or they have mild symptoms, the lack of non-essential procedures could help offset the potential costs of COVID-19.

Chronic Conditions Across Population

Chronic Condition	Members
Asthma	100
Coronary Artery Disease	50
Congestive Heart Failure	12
COPD	7
Hyperlipidemia	378
Renal	37

Members w/ Multiple Conditions

Members w/ Chronic Condition		% of Pop
None	4569	89.3%
1 Condition	403	7.9%
2 Conditions	109	2.1%
3 Conditions	27	0.5%
4 Conditions	9	0.2%
5+ Conditions	1	0.0%

Chemotherapy/Radiotherapy

Age Band	Clmts	Svcs	IP Days
1-19	0	0	0
20-29	0	0	0
30-39	0	0	0
40-49	1	28	0
50-59	1	2	0
60-64	0	0	0
65+	0	0	0

Chronic Condition by Age Band

Chronic Condition	50-59	60-64	65+
Asthma	16	11	2
Coronary Artery Disease	21	17	3
Congestive Heart Failure	5	3	0
COPD	1	4	1
Hyperlipidemia	131	117	22
Renal	9	11	3

Coronavirus Plan Cost Estimator

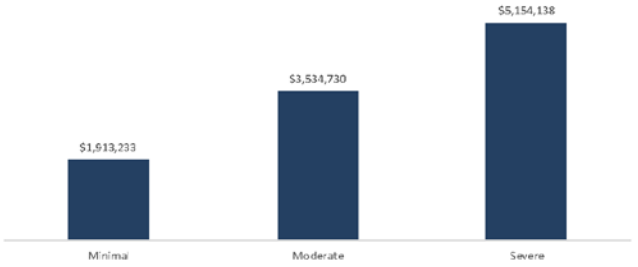
Estimated Impact for ABC Company

Version 2.0 released
April 8, 2020

Client Assumptions	
Employees	2,297
Members	5,118
% of Members Ages 0-29	52%
% of Members Ages 30-49	30%
% of Members Ages 50-59	10%
% of Members Ages 60+	8%
Estimated 2020 PEPM	$720.43
Assumed % Infected who also seek care	
Minimal Spread	8%
Moderate Spread	15%
Severe Spread	23%
IP Need-Based on Age Distribution	
Admission Rate	8%
Projected Cost of Care for COVID-19 Patients Requiring Inpatient Stay	
Low Risk Members (66%)	$30,601
Medium Risk Members (28%)	$60,674
High Risk Members (6%)	$119,238
Requiring ER Visit but no Admission	
Avg ER Visit Allowed Cost	$2,089
Projected Cost of Testing	
% Population Tested	33%
Lab + PCP or Telehealth Cost	$175

	Current	Minimal Spread	Moderate Spread	Severe Spread
Projected Annual Claims (A)	$19,857,933	$21,555,641	$23,087,438	$24,617,246
Est. EE Cost Share Added (B)	N/A	$215,525	$305,225	$394,825
Total COVID-19 Impact	N/A	$1,913,233	$3,534,730	$5,154,138
Est. Cost Avoidance (C)	N/A	($1,906,362)	($1,906,362)	($1,906,362)
Net Annual Claims (A)+(B)+(C)	$19,857,933	$19,864,804	$21,486,301	$23,105,709
$ Change from $ Change	N/A	$6,872	$1,628,369	$3,247,777
% Change from Current	N/A	0.0%	8.2%	16.4%
Incremental $ Change	N/A	$6,872	$1,621,497	$1,619,408
Projected Net Annual PEPM	$720.43	$720.68	$779.51	$838.26

Potential COVID-19 Spend Due to Inpatient, ER and Testing Costs



Cost Avoidance/Delay - as a % of Total Projected Medical Spend	
Impact	Est. Savings
Low (12%)	$1,906,362
Moderate (21%)	$3,336,133
High (28%)	$4,448,177

Estimated Hospitalizations		
Incidence Rate	Admits	IP Costs
Minimal	32	$1,418,864
Moderate	64	$2,837,728
Severe	96	$4,256,592

Estimated ER Visits with No Admission		
Incidence Rate	ER Visits	ER Costs
Minimal	96	$200,544
Moderate	193	$403,177
Severe	289	$603,721

Estimated Testing Impact		
	Count	Costs
Lab + Office	1,679	$293,825

Sources:

The Lancet, Robert Verity, Lucy C Okell, Ilaria Dorigatti, Peter Winskill, Charles Whittaker, Natsuko Imai, et al, "Estimates of the severity of coronavirus disease 2019: a model-based analysis" https://www.thelancet.com/journals/laninf/article/PIIS1473-

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FAIR Health, "The Projected Economic Impact of the COVID-19 Pandemic on the US Healthcare System" https://s3.amazonaws.com/media2.fairhealth.org/brief/asset/COVID-19%20-%20The%20Projected%20Economic%20Impact%20of%20the%20COVID-19%20Pandemic%20on%20the%20US%20Healthcare%20System.pdf

Peterson-KFF Health System Tracker, Matthew Rae, Gary Claxton, Nisha Kurani, Daniel McDermott, and Cynthia Cox, "Potential costs of coronavirus treatment for people with employer coverage" https://www.healthsystemtracker.org/brief/potential-costs-of-coronavirus-treatment-for-people-with-employer-coverage/

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ABC Company

2020 Plan Year Projections

Based on the Most Recent 30 Months

		Enrollment	PEPM	Monthly	Annual	% of Total
Trended Claims						
Medical		1152	$543.15	$625,707.33	$7,508,487.97	67.58%
Pharmacy		1152	$149.34	$172,039.09	$2,064,469.11	18.58%
Total Claims		**1152**	**$692.49**	**$797,746.42**	**$9,572,957.08**	**86.16%**
Fixed Costs	% Change					
Administration		Enrollment	PEPM	Monthly	Annual	% of Total
HSA	0.00%	8	$22.15	$177.20	$2,126.40	0.02%
EPO HSA 5000	0.00%	706	$22.15	$15,637.90	$187,654.80	1.69%
HMO 5000	0.00%	145	$22.15	$3,211.75	$38,541.00	0.35%
HMO 3000	0.00%	7	$22.15	$155.05	$1,860.60	0.02%
HMO 1000	0.00%	31	$22.15	$686.65	$8,239.80	0.07%
EPO 3000	0.00%	255	$22.15	$5,648.25	$67,779.00	0.61%
Total Administration		6026	$4.23	$25,516.80	$306,201.60	2.76%
Stop Loss Premium						
Specific	0.00%	1152	$44.31	$51,045.12	$612,541.44	5.51%
Aggregate	0.00%	1152	$1.82	$2,096.64	$25,159.68	0.23%
Total Stop Loss Premium		1152	$46.13	$53,141.76	$637,701.12	5.74%
HSA Contributions	0.00%	714	$68.76	$49,094.44	$589,133.33	5.30%
Total Fixed Costs		**1152**	**$111.28**	**$128,190.82**	**$1,538,289.78**	**13.84%**
Total Plan Costs		**1152**	**$803.76**	**$925,937.24**	**$11,111,246.86**	**100.00%**

Other Budgeted Items **$0.00**

**See budget sheet for details*

Runout Analysis

2 Months Medical/ .5 Months Rx	$1,337,434.21
2.5 Months Medical/ .5 Months Rx	$1,650,287.87
3 Months Medical/ .5 Months Rx	$1,963,141.54

Grand Total	**$11,111,246.86**
Est Funding @ Current Rates	**$12,849,600.36**

Possible Scenarios Adjusted for COVID-19

Minimal Spread	$11,500,970.10
Moderate Spread	$12,314,236.02
Severe Spread	$13,126,396.02

ABC Company

2020 Plan Year Projections

Based on the Most Recent 12 Months

		Enrollment	PEPM	Monthly	Annual	% of Total
Trended Claims						
Medical		1152	$599.19	$690,271.13	$8,283,253.52	70.46%
Pharmacy		1152	$139.96	$161,238.78	$1,934,865.33	16.46%
Total Claims		**1152**	**$739.16**	**$851,509.90**	**$10,218,118.85**	**86.92%**
Fixed Costs	% Change					
Administration		Enrollment	PEPM	Monthly	Annual	% of Total
HSA	0.00%	8	$22.15	$177.20	$2,126.40	0.02%
EPO HSA 5000	0.00%	706	$22.15	$15,637.90	$187,654.80	1.60%
HMO 5000	0.00%	145	$22.15	$3,211.75	$38,541.00	0.33%
HMO 3000	0.00%	7	$22.15	$155.05	$1,860.60	0.02%
HMO 1000	0.00%	31	$22.15	$686.65	$8,239.80	0.07%
EPO 3000	0.00%	255	$22.15	$5,648.25	$67,779.00	0.58%
Total Administration		6026	$4.23	$25,516.80	$306,201.60	2.60%
Stop Loss Premium						
Specific	0.00%	1152	$44.31	$51,045.12	$612,541.44	5.21%
Aggregate	0.00%	1152	$1.82	$2,096.64	$25,159.68	0.21%
Total Stop Loss Premium		1152	$46.13	$53,141.76	$637,701.12	5.42%
HSA Contributions	0.00%	714	$68.76	$49,094.44	$589,133.33	5.01%
Total Fixed Costs		**1152**	**$111.28**	**$128,190.82**	**$1,538,289.78**	**13.08%**
Total Plan Costs		**1152**	**$850.43**	**$979,700.72**	**$11,756,408.63**	**100.00%**

Other Budgeted Items **$0.00**

**See budget sheet for details*

Grand Total	**$11,756,408.63**
Est Funding @ Current Rates	**$12,849,600.36**

Runout Analysis

2 Months Medical/ .5 Months Rx	$1,461,161.64
2.5 Months Medical/ .5 Months Rx	$1,806,297.21
3 Months Medical/ .5 Months Rx	$2,151,432.77

Possible Scenarios Adjusted for COVID-19

Minimal Spread	$12,146,131.87
Moderate Spread	$12,959,397.79
Severe Spread	$13,771,557.79

ABC Company

2021 Plan Year Projections
Based on the Most Recent 30 Months

		Enrollment	PEPM	Monthly	Annual	% of Total
Trended Claims						
Medical		1152	$572.40	$659,399.77	$7,912,797.25	67.21%
Pharmacy		1152	$161.29	$185,802.22	$2,229,626.64	18.94%
Total Claims		**1152**	**$733.68**	**$845,201.99**	**$10,142,423.89**	**86.14%**
Fixed Costs	% Change					
Administration		Enrollment	PEPM	Monthly	Annual	% of Total
HSA	0.00%	8	$22.15	$177.20	$2,126.40	0.02%
EPO HSA 5000	0.00%	706	$22.15	$15,637.90	$187,654.80	1.59%
HMO 5000	0.00%	145	$22.15	$3,211.75	$38,541.00	0.33%
HMO 3000	0.00%	7	$22.15	$155.05	$1,860.60	0.02%
HMO 1000	0.00%	31	$22.15	$686.65	$8,239.80	0.07%
EPO 3000	0.00%	255	$22.15	$5,648.25	$67,779.00	0.58%
Total Administration		6026	$4.23	$25,516.80	$306,201.60	2.60%
Stop Loss Premium						
Specific	15.00%	1152	$50.96	$58,701.89	$704,422.66	5.98%
Aggregate	5.00%	1152	$1.91	$2,201.47	$26,417.66	0.22%
Total Stop Loss Premium		1152	$52.87	$60,903.36	$730,840.32	6.21%
HSA Contributions	0.00%	714	$68.76	$49,094.44	$589,133.33	5.00%
Total Fixed Costs		**1152**	**$118.01**	**$135,952.42**	**$1,631,428.98**	**13.86%**
Total Plan Costs		**1152**	**$851.70**	**$981,154.41**	**$11,773,852.87**	**100.00%**

Other Budgeted Items **$0.00**
**See budget sheet for details*

Runout Analysis

2 Months Medical/ .5 Months Rx	$1,411,700.65
2.5 Months Medical/ .5 Months Rx	$1,741,400.54
3 Months Medical/ .5 Months Rx	$2,071,100.42

Grand Total	**$11,773,852.87**
Est Funding @ Current Rates	**$12,849,600.36**

ABC Company

2021 Plan Year Projections

Based on the Most Recent 12 Months

		Enrollment	PEPM	Monthly	Annual	% of Total
Trended Claims						
Medical		1152	$629.07	$724,687.39	$8,696,248.73	70.03%
Pharmacy		1152	$151.16	$174,137.88	$2,089,654.56	16.83%
Total Claims		**1152**	**$780.23**	**$898,825.27**	**$10,785,903.29**	**86.86%**
Fixed Costs	% Change					
Administration		Enrollment	PEPM	Monthly	Annual	% of Total
HSA	0.00%	8	$22.15	$177.20	$2,126.40	0.02%
EPO HSA 5000	0.00%	706	$22.15	$15,637.90	$187,654.80	1.51%
HMO 5000	0.00%	145	$22.15	$3,211.75	$38,541.00	0.31%
HMO 3000	0.00%	7	$22.15	$155.05	$1,860.60	0.01%
HMO 1000	0.00%	31	$22.15	$686.65	$8,239.80	0.07%
EPO 3000	0.00%	255	$22.15	$5,648.25	$67,779.00	0.55%
Total Administration		6026	$4.23	$25,516.80	$306,201.60	2.47%
Stop Loss Premium						
Specific	15.00%	1152	$50.96	$58,701.89	$704,422.66	5.67%
Aggregate	5.00%	1152	$1.91	$2,201.47	$26,417.66	0.21%
Total Stop Loss Premium		1152	$52.87	$60,903.36	$730,840.32	5.89%
HSA Contributions	0.00%	714	$68.76	$49,094.44	$589,133.33	4.74%
Total Fixed Costs		**1152**	**$118.01**	**$135,952.42**	**$1,631,428.98**	**13.14%**
Total Plan Costs		**1152**	**$898.24**	**$1,034,777.69**	**$12,417,332.27**	**100.00%**

Other Budgeted Items **$0.00**

**See budget sheet for details*

Runout Analysis

2 Months Medical/ .5 Months Rx	$1,536,443.73
2.5 Months Medical/ .5 Months Rx	$1,898,787.43
3 Months Medical/ .5 Months Rx	$2,261,131.12

Grand Total	**$12,417,332.27**
Est Funding @ Current Rates	**$12,849,600.36**

ABC Company

2019-2020 Fiscal Year Projections
Based on the Most Recent 33 Months

		Enrollment	PEPM	Monthly	Annual	% of Total
Trended Claims						
Medical		1152	$565.86	$651,867.32	$7,822,407.79	68.48%
Pharmacy		1152	$149.18	$171,853.52	$2,062,242.18	18.05%
Total Claims		**1152**	**$715.04**	**$823,720.83**	**$9,884,649.97**	**86.53%**
Fixed Costs	% Change					
Administration		Enrollment	PEPM	Monthly	Annual	% of Total
HSA	0.00%	8	$22.15	$177.20	$2,126.40	0.02%
EPO HSA 5000	0.00%	706	$22.15	$15,637.90	$187,654.80	1.64%
HMO 5000	0.00%	145	$22.15	$3,211.75	$38,541.00	0.34%
HMO 3000	0.00%	7	$22.15	$155.05	$1,860.60	0.02%
HMO 1000	0.00%	31	$22.15	$686.65	$8,239.80	0.07%
EPO 3000	0.00%	255	$22.15	$5,648.25	$67,779.00	0.59%
Total Administration		6026	$4.23	$25,516.80	$306,201.60	2.68%
Stop Loss Premium						
Specific	0.00%	1152	$44.31	$51,045.12	$612,541.44	5.36%
Aggregate	0.00%	1152	$1.82	$2,096.64	$25,159.68	0.22%
Total Stop Loss Premium		1152	$46.13	$53,141.76	$637,701.12	5.58%
HSA Contributions	0.00%	714	$68.76	$49,094.44	$589,133.33	5.16%
Total Fixed Costs		**1152**	**$111.28**	**$128,190.82**	**$1,538,289.78**	**13.47%**
Total Plan Costs		**1152**	**$826.31**	**$951,911.65**	**$11,422,939.75**	**100.00%**

Other Budgeted Items **$0.00**
**See budget sheet for details*

Runout Analysis

2 Months Medical/ .5 Months Rx	$1,389,661.39
2.5 Months Medical/ .5 Months Rx	$1,715,595.05
3 Months Medical/ .5 Months Rx	$2,041,528.70

Grand Total	**$11,422,939.75**
Est Funding @ Current Rates	**$12,849,600.36**

ABC Company

2019-2020 Fiscal Year Projections
Based on the Most Recent 12 Months

		Enrollment	PEPM	Monthly	Annual	% of Total
Trended Claims						
Medical		1152	$591.99	$681,975.87	$8,183,710.40	70.43%
Pharmacy		1152	$137.30	$158,166.16	$1,897,993.86	16.33%
Total Claims		**1152**	**$729.29**	**$840,142.02**	**$10,081,704.26**	**86.76%**
Fixed Costs	% Change					
Administration		Enrollment	PEPM	Monthly	Annual	% of Total
HSA	0.00%	8	$22.15	$177.20	$2,126.40	0.02%
EPO HSA 5000	0.00%	706	$22.15	$15,637.90	$187,654.80	1.61%
HMO 5000	0.00%	145	$22.15	$3,211.75	$38,541.00	0.33%
HMO 3000	0.00%	7	$22.15	$155.05	$1,860.60	0.02%
HMO 1000	0.00%	31	$22.15	$686.65	$8,239.80	0.07%
EPO 3000	0.00%	255	$22.15	$5,648.25	$67,779.00	0.58%
Total Administration		6026	$35.74	$25,516.80	$306,201.60	2.64%
Stop Loss Premium						
Specific	0.00%	1152	$44.31	$51,045.12	$612,541.44	5.27%
Aggregate	0.00%	1152	$1.82	$2,096.64	$25,159.68	0.22%
Total Stop Loss Premium		1152	$46.13	$53,141.76	$637,701.12	5.49%
HSA Contributions	0.00%	714	$68.76	$49,094.44	$589,133.33	5.07%
Total Fixed Costs		**1152**	**$111.28**	**$128,190.82**	**$1,538,289.78**	**13.24%**
Total Plan Costs		**1152**	**$840.57**	**$968,332.84**	**$11,619,994.04**	**100.00%**

Other Budgeted Items **$0.00**
**See budget sheet for details*

Runout Analysis

2 Months Medical/ .5 Months Rx	$1,443,034.81
2.5 Months Medical/ .5 Months Rx	$1,784,022.74
3 Months Medical/ .5 Months Rx	$2,125,010.68

Grand Total	**$11,619,994.04**
Est Funding @ Current Rates	**$12,849,600.36**

ABC Company

2020-2021 Fiscal Year Projections
Based on the Most Recent 33 Months

		Enrollment	PEPM	Monthly	Annual	% of Total
Trended Claims						
Medical		1152	$596.62	$687,304.35	$8,247,652.25	68.13%
Pharmacy		1152	$161.11	$185,601.80	$2,227,221.56	18.40%
Total Claims		**1152**	**$757.73**	**$872,906.15**	**$10,474,873.81**	**86.52%**
Fixed Costs	% Change					
Administration		Enrollment	PEPM	Monthly	Annual	% of Total
HSA	0.00%	8	$22.15	$177.20	$2,126.40	0.02%
EPO HSA 5000	0.00%	706	$22.15	$15,637.90	$187,654.80	1.55%
HMO 5000	0.00%	145	$22.15	$3,211.75	$38,541.00	0.32%
HMO 3000	0.00%	7	$22.15	$155.05	$1,860.60	0.02%
HMO 1000	0.00%	31	$22.15	$686.65	$8,239.80	0.07%
EPO 3000	0.00%	255	$22.15	$5,648.25	$67,779.00	0.56%
Total Administration		6026	$4.23	$25,516.80	$306,201.60	2.53%
Stop Loss Premium						
Specific	15.00%	1152	$50.96	$58,701.89	$704,422.66	5.82%
Aggregate	5.00%	1152	$1.91	$2,201.47	$26,417.66	0.22%
Total Stop Loss Premium		1152	$52.87	$60,903.36	$730,840.32	6.04%
HSA Contributions	0.00%	714	$68.76	$49,094.44	$589,133.33	4.87%
Total Fixed Costs		**1152**	**$118.01**	**$135,952.42**	**$1,631,428.98**	**13.48%**
Total Plan Costs		**1152**	**$875.75**	**$1,008,858.57**	**$12,106,302.79**	**100.00%**

Other Budgeted Items **$0.00**
**See budget sheet for details*

Runout Analysis

2 Months Medical/ .5 Months Rx	$1,467,409.61
2.5 Months Medical/ .5 Months Rx	$1,811,061.78
3 Months Medical/ .5 Months Rx	$2,154,713.96

Grand Total	**$12,106,302.79**
Est Funding @ Current Rates	**$12,849,600.36**

ABC Company

2020-2021 Fiscal Year Projections
Based on the Most Recent 12 Months

		Enrollment	PEPM	Monthly	Annual	% of Total
Trended Claims						
Medical		1152	$621.44	$715,894.42	$8,590,733.02	70.00%
Pharmacy		1152	$148.28	$170,819.45	$2,049,833.37	16.70%
Total Claims		**1152**	**$769.72**	**$886,713.87**	**$10,640,566.39**	**86.71%**
Fixed Costs	% Change					
Administration		Enrollment	PEPM	Monthly	Annual	% of Total
HSA	0.00%	8	$22.15	$177.20	$2,126.40	0.02%
EPO HSA 5000	0.00%	706	$22.15	$15,637.90	$187,654.80	1.53%
HMO 5000	0.00%	145	$22.15	$3,211.75	$38,541.00	0.31%
HMO 3000	0.00%	7	$22.15	$155.05	$1,860.60	0.02%
HMO 1000	0.00%	31	$22.15	$686.65	$8,239.80	0.07%
EPO 3000	0.00%	255	$22.15	$5,648.25	$67,779.00	0.55%
Total Administration		6026	$35.74	$25,516.80	$306,201.60	2.50%
Stop Loss Premium						
Specific	15.00%	1152	$50.96	$58,701.89	$704,422.66	5.74%
Aggregate	5.00%	1152	$1.91	$2,201.47	$26,417.66	0.22%
Total Stop Loss Premium		1152	$52.87	$60,903.36	$730,840.32	5.96%
HSA Contributions	0.00%	714	$68.76	$49,094.44	$589,133.33	4.80%
Total Fixed Costs		**1152**	**$118.01**	**$135,952.42**	**$1,631,428.98**	**13.29%**
Total Plan Costs		**1152**	**$887.73**	**$1,022,666.28**	**$12,271,995.38**	**100.00%**

Other Budgeted Items **$0.00**
**See budget sheet for details*

Runout Analysis

2 Months Medical/ .5 Months Rx	$1,517,198.56
2.5 Months Medical/ .5 Months Rx	$1,875,145.77
3 Months Medical/ .5 Months Rx	$2,233,092.98

Grand Total	**$12,271,995.38**
Est Funding @ Current Rates	**$12,849,600.36**



2019 Q4 McGriff Book of Business Benchmarking

for

Client Name

McGriff | Insurance Services

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Client Profile

Client Name

- Effective Date:
- Industry:
- Situs State:
- Medical Carrier:
- Plans Offered:

Benchmarks Included in Report

- Median Plan Benefits and Average Plan Costs for:
  - Group Size: All
  - Industry: Public Sector (County, City, Schools)

McGriff Insurance Services

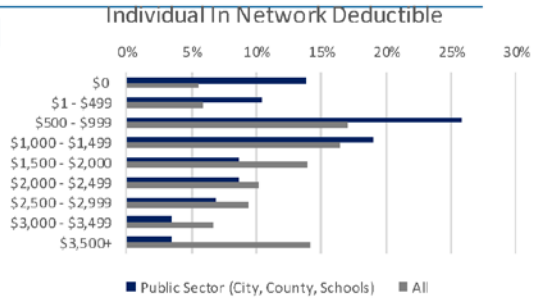


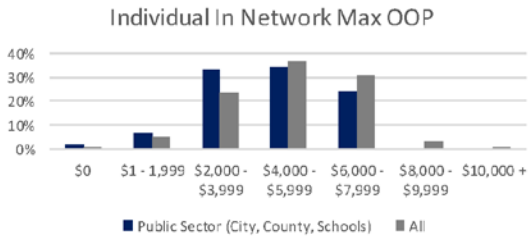
McGriff Insurance Services

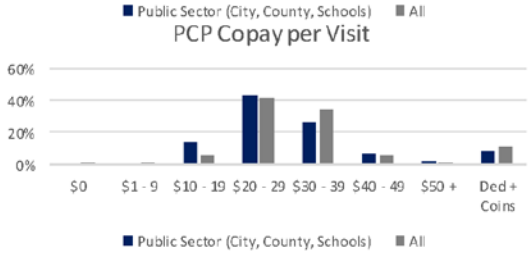
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PPO/POS Plan Designs

	Client	Client	Industry	All
Enrollment				
% offer a PPO			60%	66%
% of EE's Enrolled in a PPO			48%	55%
Benefits				
Individual Deductible			$875	$1,500
Family Deductible			$2,000	$3,000
Individual MOOP			$4,000	$4,750
Family MOOP			$8,000	$10,000
Coinsurance			80%	80%
PCP Visit Copay			$25	$25
Specialist Visit Copay			$50	$50
Emergency Room			$250	$250
Urgent Care			$50	$50
Rx Tier 1			$10	$10
Rx Tier 2			$35	$35
Rx Tier 3			$60	$60
Rx Tier 4			$138	$125
Mail Order			2.5x retail	2.5x retail
Actuarial Value			**0.831**	**0.806**





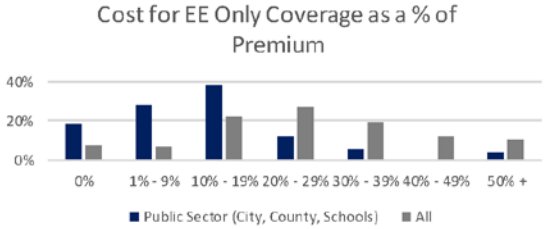


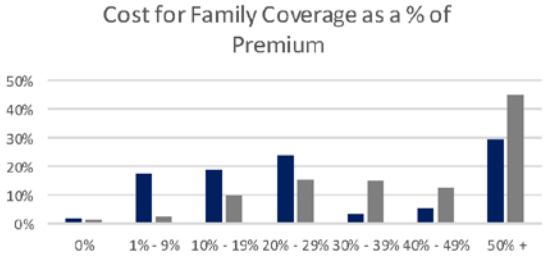
McGriff Insurance Services

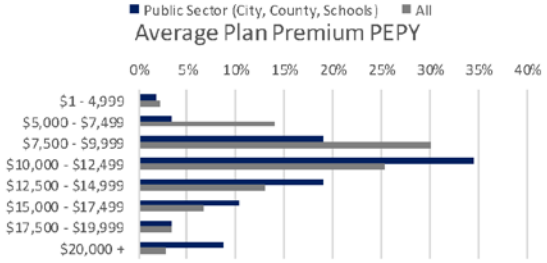
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PPO/POS Plan Premium and Contributions

	Client	Client	Industry	All
Plan Cost				
Average PEPY			$12,673	$10,862
Plan Cost - Monthly Rate				
Employee Only			$668	$594
Employee + Spouse			$1,318	$1,257
Employee + Children			$1,217	$1,104
Family			$1,868	$1,737
Average Employee Cost - Monthly Contribution				
Employee Only Contribution			$99	$157
Employee + Spouse Contribution			$413	$558
Employee + Children Contribution			$337	$469
Family Contribution			$589	$815
Contribution % of Premium				
Employee Only			15%	26%
Employee + Spouse			31%	44%
Employee + Children			28%	43%
Family			32%	47%
% No Contribution Required - EE Only			17%	7%





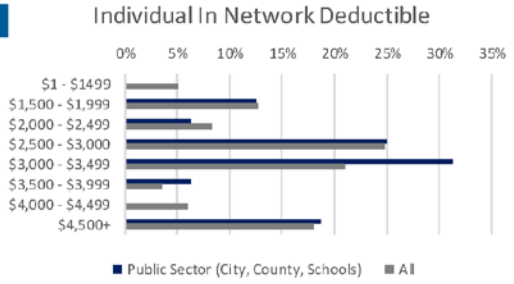


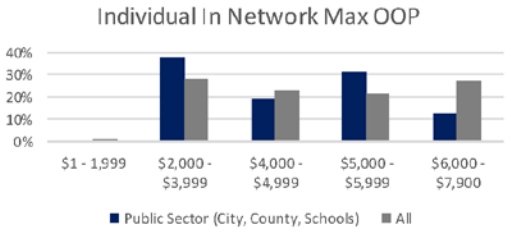
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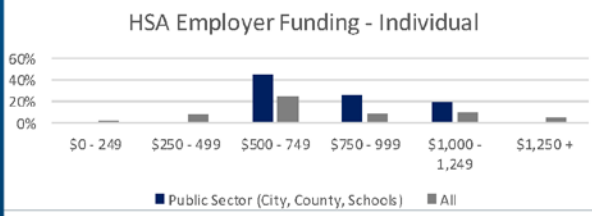
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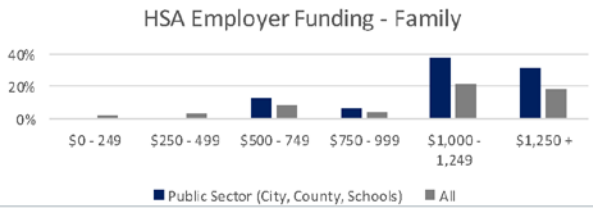
HSA Plan Designs

	Client	Client	Industry	All
Enrollment				
% of EE's enrolled in a CDHP			35%	46%
% of EE's enrolled in an HSA			16%	23%
Benefits				
Individual Deductible			$3,000	$2,800
Family Deductible			$6,000	$5,600
Coinsurance			100%	80%
Individual MOOP			$4,000	$4,500
Family MOOP			$8,000	$8,225
HSA Funding				
% Contributing			88%	56%
EE Account			$735	$500
Family Account			$1,143	$1,000
Actuarial Value w/o funding			**0.773**	**0.729**
Actuarial Value w/ funding			**0.922**	**0.859**







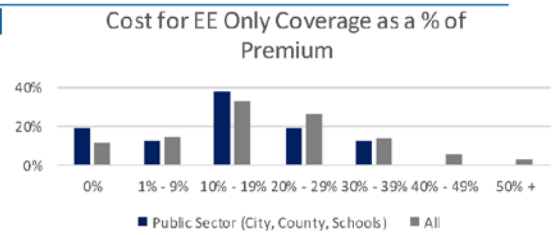


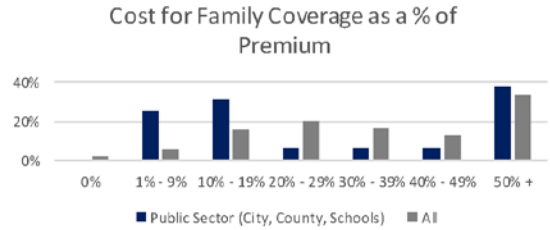
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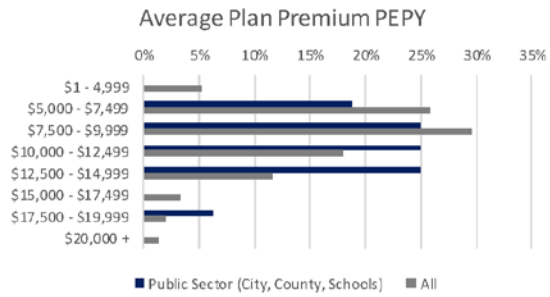
6

HSA Plan Premium and Contributions

	Client	Client	Industry	All
Plan Cost				
Average PEPY			$10,347	$9,551
Plan Cost - Monthly Rate				
Employee Only			$592	$498
Employee + Spouse			$1,148	$1,053
Employee + Children			$980	$915
Family			$1,545	$1,474
Average Employee Cost - Monthly				
Employee Only Contribution			$74	$95
Employee + Spouse Contribution			$367	$386
Employee + Children Contribution			$278	$305
Family Contribution			$556	$577
Contribution % of Premium				
Employee Only			13%	19%
Employee + Spouse			32%	37%
Employee + Children			28%	33%
Family			36%	39%
% No Contribution Required			19%	11%





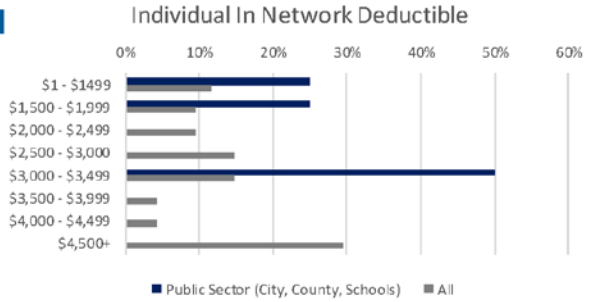


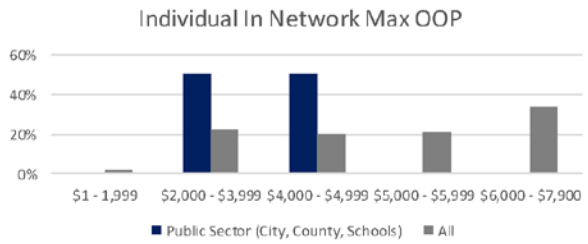
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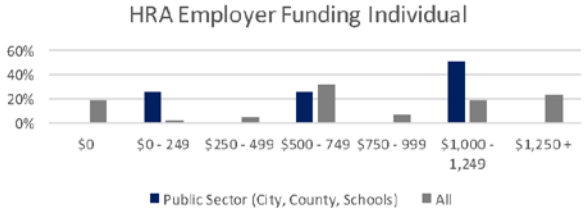
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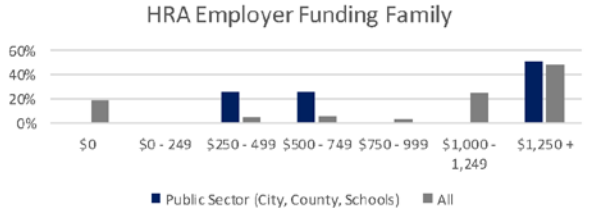
HRA Plan Designs

	Client	Client	Industry	All
Enrollment				
% offer a HRA			2%	6%
% of EE's enrolled in an HRA			14%	8%
Benefits				
Individual Deductible			$2,400	$3,000
Family Deductible			$4,800	$6,000
Coinsurance			90%	80%
Individual MOOP			$3,800	$5,000
Family MOOP			$8,000	$10,000
Rx Tier 1			$10	$10
Rx Tier 2			$40	$40
Rx Tier 3			$60	$70
Rx Tier 4			$250	$100
Mail Order			2.5x retail	2.5x retail
HRA Funding				
EE Account			$750	$775
Family Account			$1,350	$1,500
Actuarial Value w/o funding			**0.774**	**0.735**
Actuarial Value w/ funding			**0.830**	**0.785**







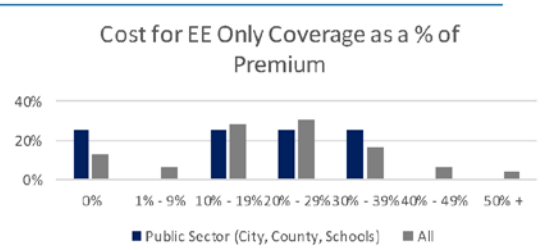


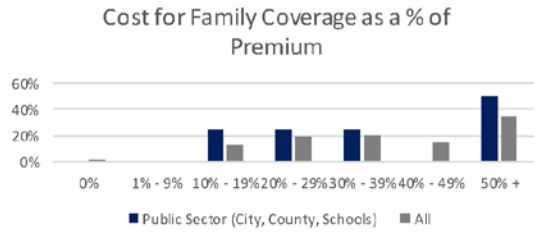
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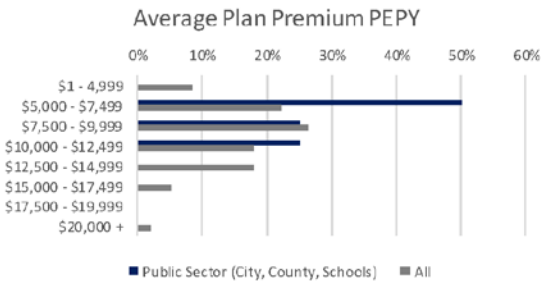
8

HRA Plan Premium and Contributions

	Client	Client	Industry	All
Plan Cost				
Average PEPY			$6,638	$9,788
Plan Cost - Monthly Rate				
Employee Only			$434	$528
Employee + Spouse			$1,098	$1,117
Employee + Children			$666	$963
Family			$1,371	$1,562
Average Employee Cost - Monthly				
Employee Only Contribution			$171	$113
Employee + Spouse Contribution			$717	$451
Employee + Children Contribution			$364	$344
Family Contribution			$994	$670
Contribution % of Premium				
Employee Only			39%	21%
Employee + Spouse			65%	40%
Employee + Children			55%	36%
Family			73%	43%
% No Contribution Required			0%	13%





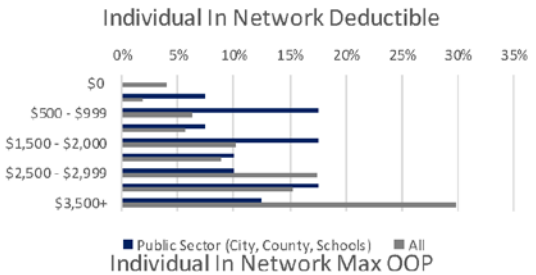


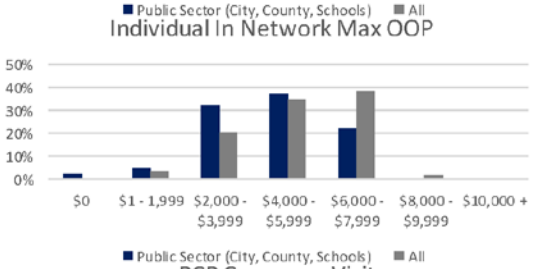
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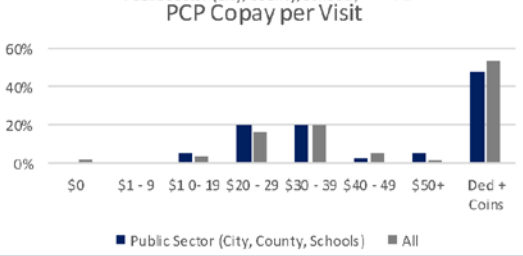
9

Lowest Cost Plan Designs

	Client	Client	Industry	All
Benefits				
Individual Deductible			$1,900	$2,700
Family Deductible			$4,000	$5,400
Individual MOOP			$4,000	$5,000
Family MOOP			$8,000	$10,000
Coinsurance			80%	80%
PCP Visit Copay			$30	$30
Specialist Visit Copay			$50	$50
Emergency Room			$300	$250
Urgent Care			$50	$50
Rx Tier 1			$10	$10
Rx Tier 2			$35	$35
Rx Tier 3			$60	$60
Rx Tier 4			$150	$125
Mail Order			2.5x retail	2.5x retail
Actuarial Value			**0.78**	**0.745**





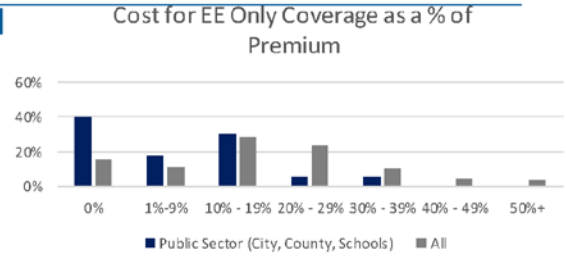


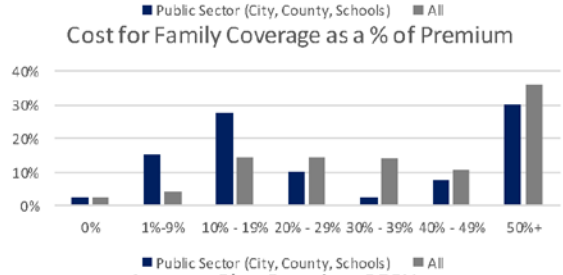
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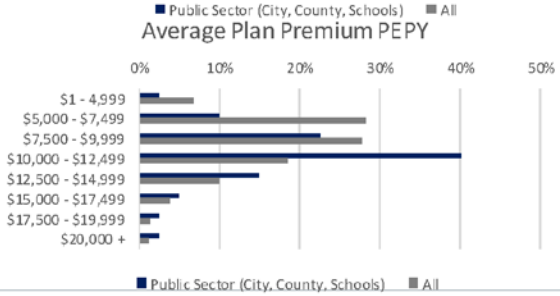
10

Lowest Cost Plan Premium and Contributions

	Client	Industry	All
Plan Cost			
Average PEPY		$10,857	$9,289
Plan Cost - Monthly Rate			
Employee Only		$609	$504
Employee + Spouse		$1,165	$1,065
Employee + Children		$1,065	$933
Family		$1,621	$1,480
Average Employee Cost - Monthly			
Employee Only Contribution		$49	$92
Employee + Spouse Contribution		$349	$410
Employee + Children Contribution		$279	$330
Family Contribution		$544	$612
Contribution % of Premium			
Employee Only		8%	18%
Employee + Spouse		30%	38%
Employee + Children		26%	35%
Family		34%	41%
% No Contribution Required		38%	15%





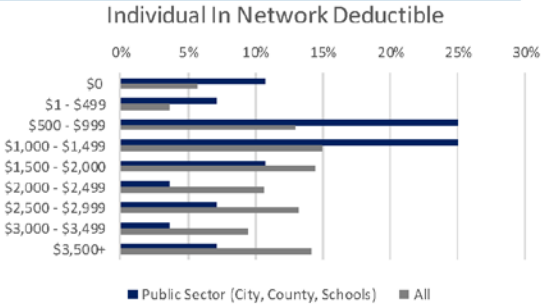


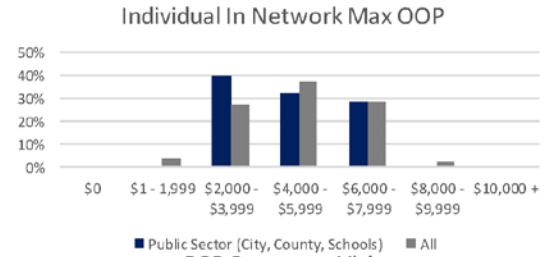
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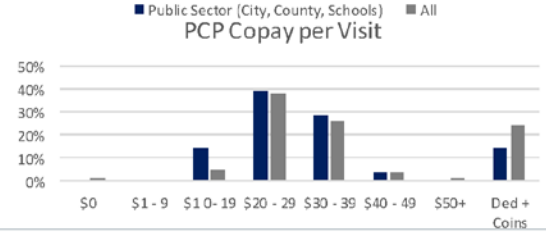
11

2nd Lowest Cost Plan Designs

	Client	Client	Industry	All
Benefits				
Individual Deductible			$1,000	$1,500
Family Deductible			$2,225	$3,900
Individual MOOP			$4,500	$4,500
Family MOOP			$9,000	$9,000
Coinsurance			80%	80%
PCP Visit Copay			$25	$25
Specialist Visit Copay			$40	$50
Emergency Room			$250	$250
Urgent Care			$60	$50
Rx Tier 1			$10	$10
Rx Tier 2			$35	$35
Rx Tier 3			$60	$60
Rx Tier 4			$150	$125
Mail Order			2.5x retail	2.5x retail
Actuarial Value			**0.824**	**0.808**





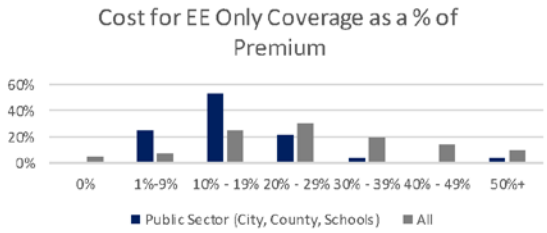


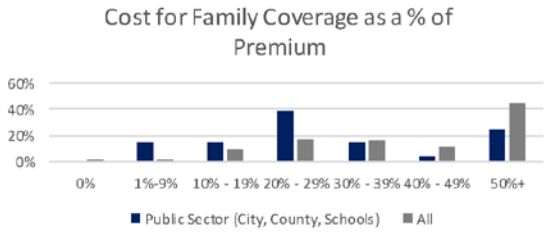
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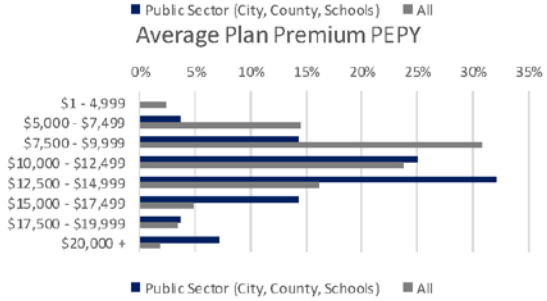
12

2nd Lowest Cost Plan Premium and Contributions

	Client	Industry	All
Plan Cost			
Average PEPY		$13,098	$10,646
Plan Cost - Monthly Rate			
Employee Only		$697	$569
Employee + Spouse		$1,325	$1,220
Employee + Children		$1,211	$1,061
Family		$1,839	$1,690
Average Employee Cost - Monthly			
Employee Only Contribution		$120	$148
Employee + Spouse Contribution		$387	$529
Employee + Children Contribution		$338	$442
Family Contribution		$575	$790
Contribution % of Premium			
Employee Only		17%	26%
Employee + Spouse		29%	43%
Employee + Children		28%	42%
Family		31%	47%
% No Contribution Required		0%	5%





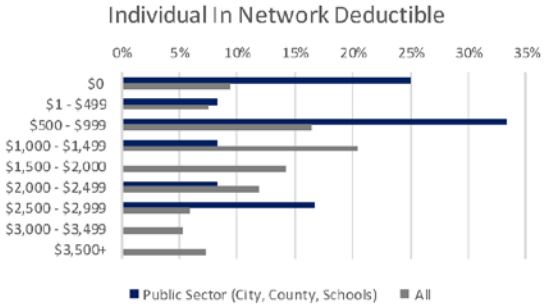


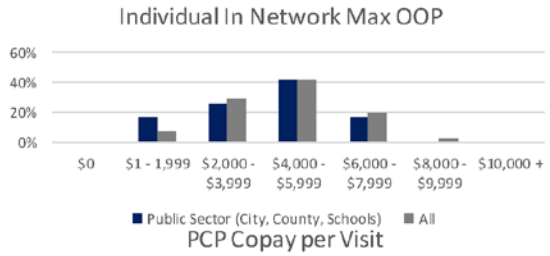
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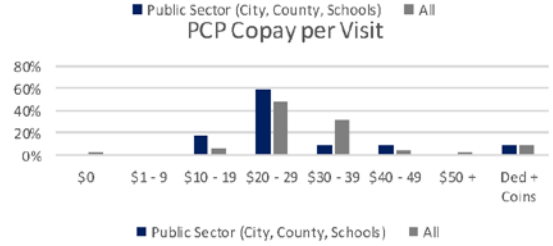
13

3rd Lowest Cost Plan Designs

	Client	Client	Industry	All
Benefits				
Individual Deductible			$550	$1,000
Family Deductible			$1,000	$3,000
Individual MOOP			$4,000	$4,250
Family MOOP			$8,500	$9,000
Coinsurance			80%	80%
PCP Visit Copay			$25	$25
Specialist Visit Copay			$50	$50
Emergency Room			$250	$250
Urgent Care			$50	$50
Rx Tier 1			$10	$10
Rx Tier 2			$38	$35
Rx Tier 3			$60	$60
Rx Tier 4			$150	$125
Mail Order			2.5x retail	2.5x retail
Actuarial Value			**0.845**	**0.824**





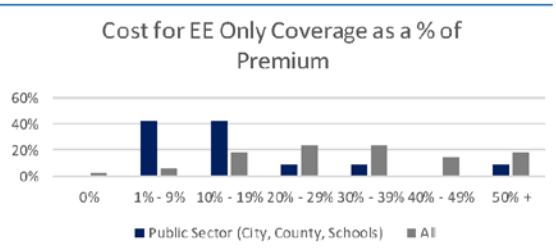


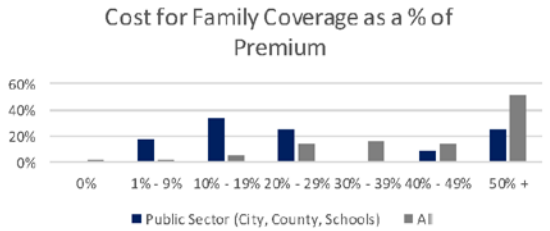
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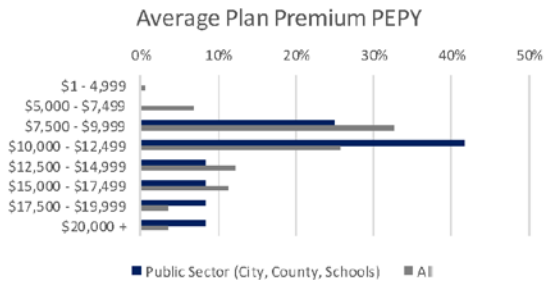
14

3rd Lowest Cost Plan Premium and Contributions

	Client	Industry	All
Plan Cost			
Average PEPY		$13,185	$11,595
Plan Cost - Monthly Rate			
Employee Only		$698	$636
Employee + Spouse		$1,382	$1,336
Employee + Children		$1,273	$1,170
Family		$1,979	$1,862
Average Employee Cost - Monthly			
Employee Only Contribution		$137	$203
Employee + Spouse Contribution		$418	$659
Employee + Children Contribution		$331	$559
Family Contribution		$609	$974
Contribution % of Premium			
Employee Only		20%	32%
Employee + Spouse		30%	49%
Employee + Children		26%	48%
Family		31%	52%
% No Contribution Required		0%	3%







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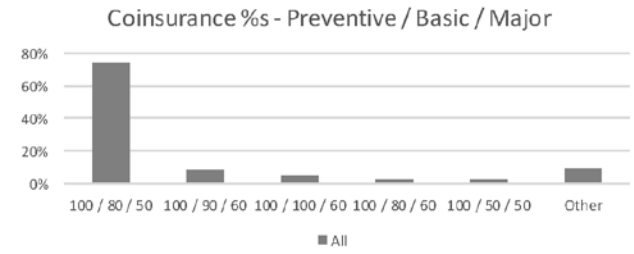
15


Ancillary Plans
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Dental

	Client	All Clients
Benefits		
% requiring deductible	-	90%
Employee Only deductible		$50
Family deductible		$150
Max benefit		$1,250
Coinsurances		
Preventive		100%
Basic		80%
Major		50%
% Covering Orthodontics	-	79%
Orthodontics Children Only		45%
Orthodontics Adults & Children		15%
Orthodontics Coinsurance		50%
Orthodontics Lifetime Benefit		$1,000

Contributions	Client	All
Rates		
Employee Only		$30
Employee + Spouse		$62
Employee + Children		$70
Family		$101
Employee Contributions		
Employee Only		$18
Employee + Spouse		$42
Employee + Children		$48
Family		$72
Employee Contribution % of Premium		
Employee Only		60%
Employee + Spouse		68%
Employee + Children		69%
Family		71%
% No Contribution Required		10%



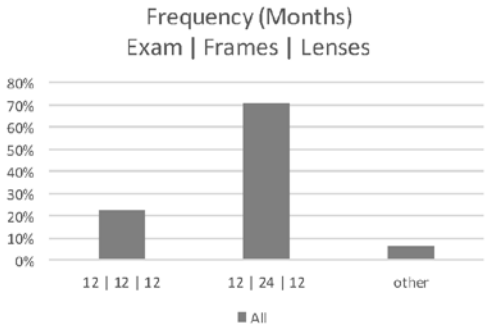
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Vision and Life

Vision	Client	All
Exam frequency		12
Lenses frequency		12
Frames frequency		24
Exam copay		$20
Lenses allowance		$130
Frames allowance		$130
Offer Vision		87%
% with 100% Employer Paid		17%
Employee Only Rate		$7.08
Family Rate		$17.86

Life	Client	All
% Employers Offer Life		85%
% Voluntary		83%
Life PEPM cost per $1,000		$0.16
% with AD&D Included		73%
AD&D PEPM cost per $1,000		$0.03



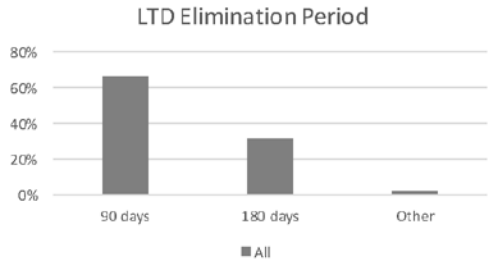


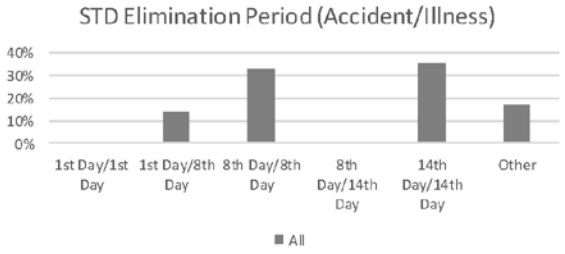
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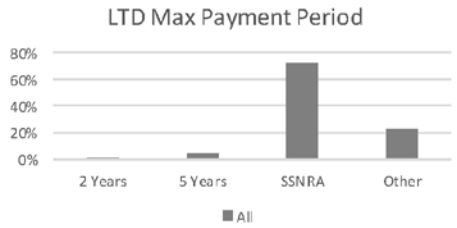
LTD and STD

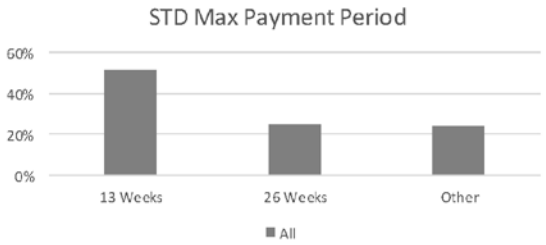
LTD	Client	All
% ER Offer LTD		79%
% Voluntary		34%
LTD Rate Per 100		$0.42
Monthly Benefit Amount		60%
Max Monthly Benefit		$6,000

STD	Client	All
% ER Offer STD		71%
% Voluntary		45%
STD Rate Per 10		$0.55
Weekly Benefit Amount		60%
Max Weekly Benefit		$1,000









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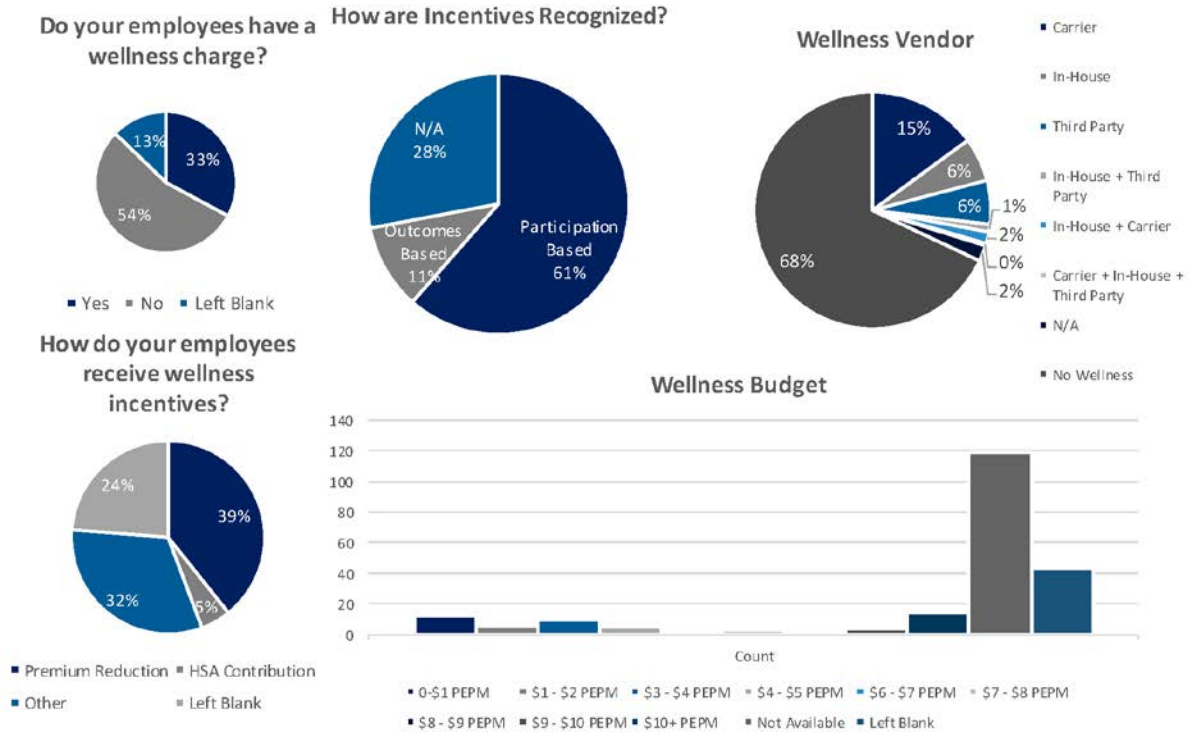
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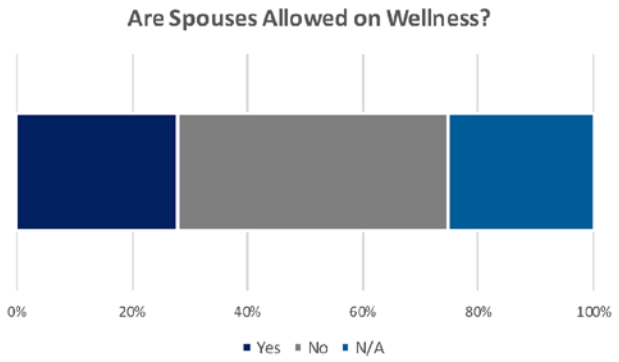
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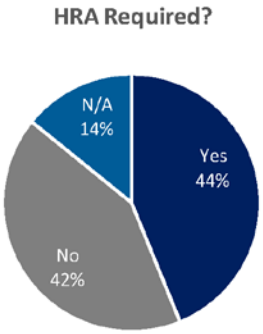


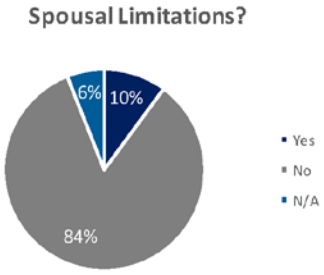
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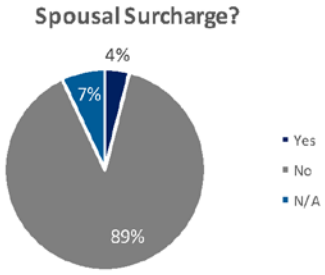
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Wellness Limitations

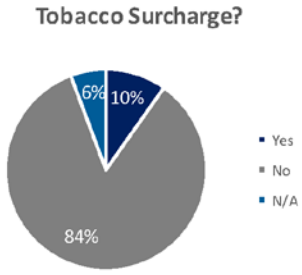








Average Spousal Surcharge: $433.66

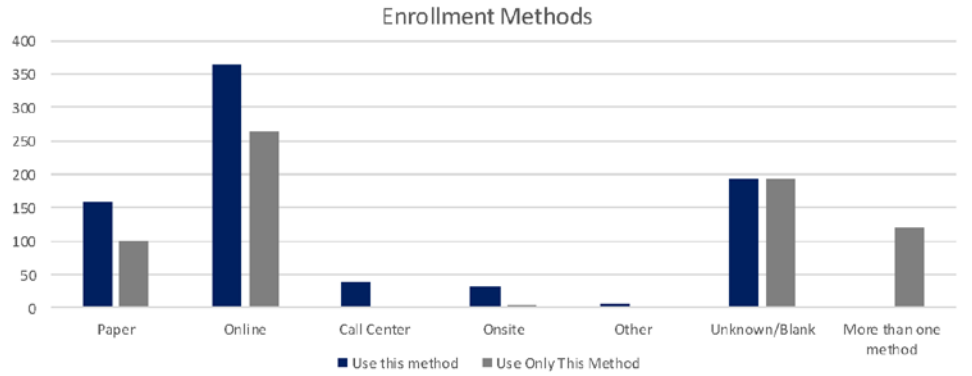


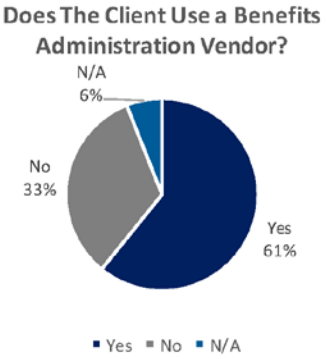
Average Tobacco Surcharge: $143.90

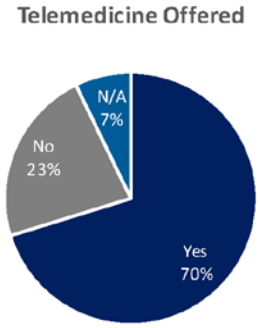
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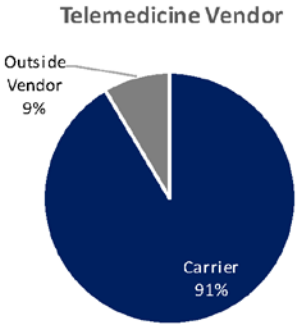
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Benefits Administration and Enrollment









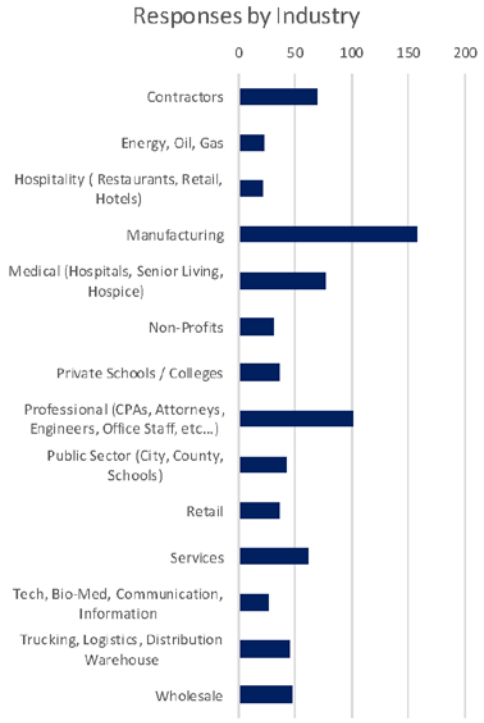
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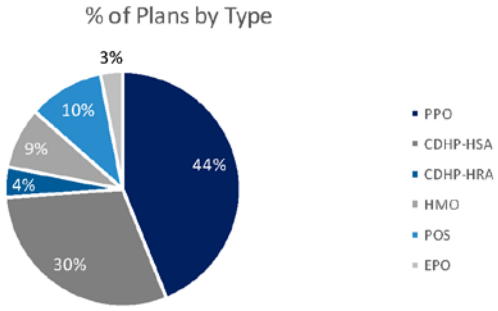
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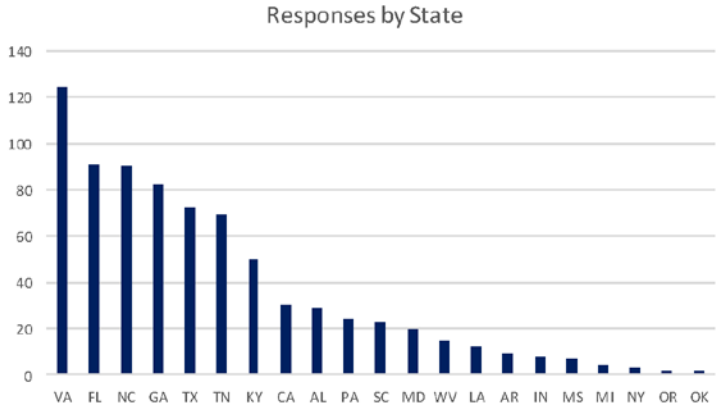
Appendix

McGriff Insurance Services

Survey Response Breakdown



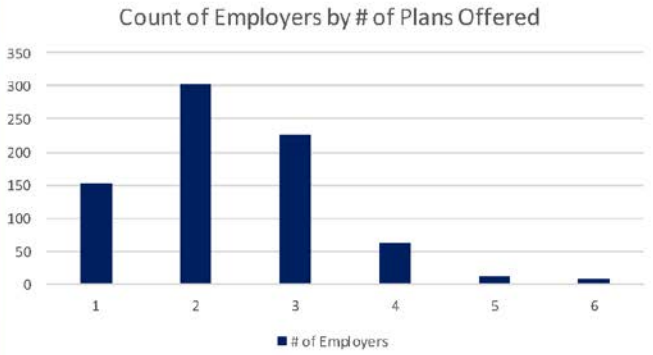


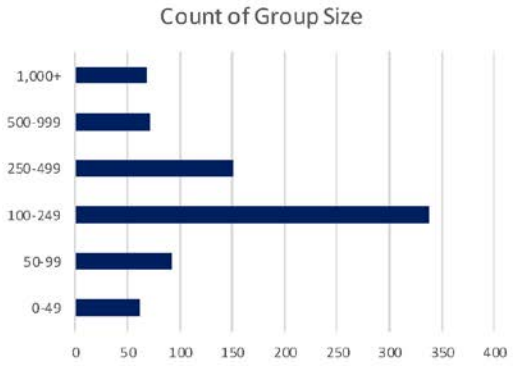


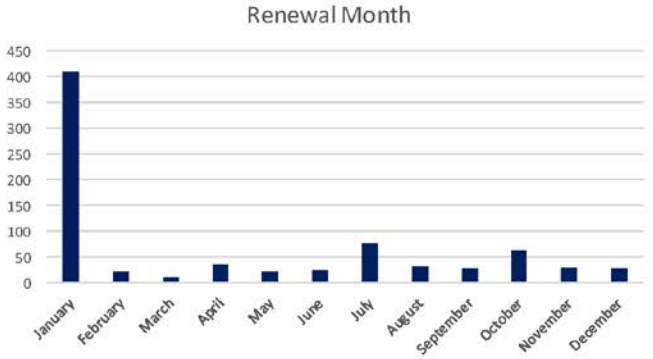
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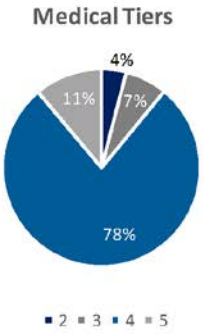
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Survey Response Breakdown





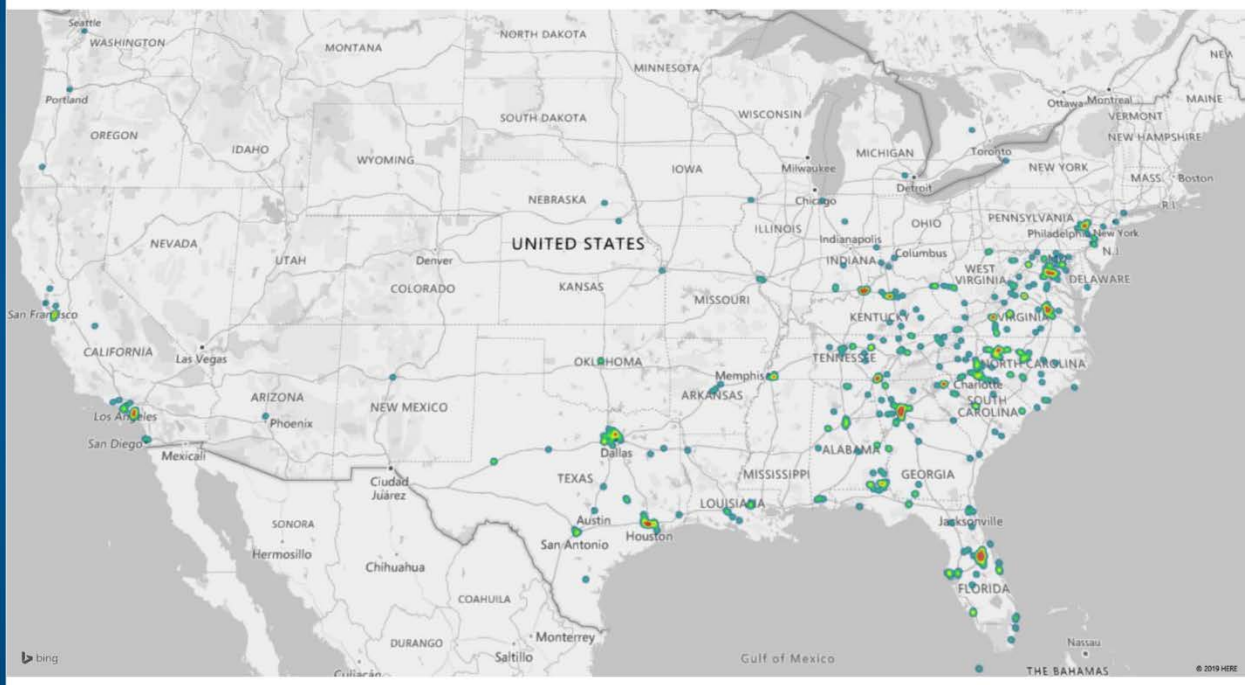




McGriff Insurance Services

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Survey Responses by Area Map



McGriff Insurance Services

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City Council Meeting

Item Number: 6

Meeting Date: April 27, 2021

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH PARKHILL, SMITH & COOPER, INC., FOR THE DESIGN OF THE WATER AND SEWER REPLACEMENT ALONG FLORIDA AVENUE (GARDEN CITY HIGHWAY) BETWEEN BIG SPRING STREET AND IH-20 FOR THE UTILITIES DEPARTMENT FOR A COST OF $390,000.00; APPROVING $76,000.00 FOR CONTINGENCIES; AND APPROPRIATING FUNDS (GENERAL SERVICES)

Purpose:

Approval of a resolution authorizing the execution of a Professional Services Agreement with Parkhill, Smith & Cooper, Inc. dba Parkhill for designing of the water and sewer replacement along Florida Ave (Garden City Hwy) between Big Spring and I 20 for the Utilities Department.

Recommended City Council Action:

Approve

Fiscal Impact:

The amount of $466,000.00 is available in the Water & Sewer Fund and is hereby appropriated and transferred into fund 305 to a Project for the purpose identified.

Discussion:

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

Therefore, please consider a resolution authorizing the execution of a professional services agreement with Parkhill, Smith & Cooper, Inc. dba Parkhill of Lubbock, Texas for the designing of the water and sewer replacement along Florida Ave (Garden City Hwy) between Big Spring and I 20 for the cost of $390,000.00 plus contingencies in the amount of $76,000.00 for a total cost of $466,000.00.

Morris Williams Jr.

City Manager's Office

INTEROFFICE MEMORANDUM

TO: Erika Munoz Martinez, Purchasing Manager

FROM: Carl Craigo, PE, Utilities Director

SUBJECT: Consider a Resolution approving a contract with Parkhill engineering for the design of a water and sewer replacement along Florida Ave (Garden City Hwy) between Big Spring and I-20.

DATE: April 27, 2021

TXDOT will be reconstructing Florida Ave in March of 2022 with a full depth base and pavement replacement. The project allows the design to replace water and sewer mains in this ROW with open cut prior to the TXDOT project. In normal circumstances the City would have to bore under the ROW making the project substantial more costly than open cut. This project will have Parkhill Engineering an approved on-call engineer (Resolution 2020-091) perform the task.

The scope of services is on a task fee bases with an amount of $390,000 and a contingency of $76,000 for a not to exceed amount of $466,000. This will be paid for with from Utilities unallocated funds.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH PARKHILL, SMITH & COOPER, INC., FOR THE DESIGN OF THE WATER AND SEWER REPLACEMENT ALONG FLORIDA AVENUE (GARDEN CITY HIGHWAY) BETWEEN BIG SPRING STREET AND IH-20 FOR THE UTILITIES DEPARTMENT FOR A COST OF $390,000.00; APPROVING $76,000.00 FOR CONTINGENCIES; AND APPROPRIATING FUNDS

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

WHEREAS, the Utilities Department has selected Parkhill, Smith & Cooper, Inc., to provide the design of the water and sewer replacement along Florida Avenue (Garden City Highway) between Big Spring Street and IH-20 for the Utilities Department; and

WHEREAS, Parkhill, Smith & Cooper, Inc., has agreed to perform said professional services at a cost of $390,000.00; and

WHEREAS, the City Council finds that Parkhill, Smith & Cooper, Inc., is qualified to perform said professional services; and

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

WHEREAS, the City Council finds that Parkhill, Smith & Cooper, Inc., provides professional services for a fair and reasonable price; and

WHEREAS, the City Council finds it to be in the public interest to execute a professional services agreement with Parkhill, Smith & Cooper, Inc., as the most highly qualified provider of said professional services based on demonstrated competence, knowledge, and qualifications and on the reasonableness of the proposed fee for the services; and

WHEREAS, the City Council finds it to be in the public interest to approve

$76,000.00 for contingencies;

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

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

SECTION TWO. That the sum of $76,000.00 for contingencies is hereby approved for said agreement.

SECTION THREE. That funds are available in the Water & Sewer Fund and are hereby appropriated and transferred to into Fund 305 to a Project for the purpose identified.

SECTION FOUR. That the City Comptroller is hereby authorized and directed to pay Parkhill, Smith & Cooper, Inc., from funds available in the capital project in Fund 305 upon receipt of proper invoices or statements approved by the Interim City Manager.

SECTION FIVE. That conditioned upon the City Council's approval of the acceptance and the use of American Rescue Plan Act funds for water and sewer improvements, the City Comptroller shall pay Parkhill, Smith & Cooper, Inc., from such funds instead of from funds available in Fund 305.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2021, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, Interim City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Carl Craigo, Utilities Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and effective the 28 day of April 2021, by and between the CITY OF MIDLAND, TEXAS, a municipal corporation, hereinafter called "CITY," and, PARKHILL, SMITH & COOPER, INC., DBA, PARKHILL hereinafter referred to as "COMPANY."

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform design, survey construction administration services for a water and wastewater improvements along Florida Ave.

ARTICLE II. SERVICES TO BE PERFORMED

1. COMPANY shall provide those services described in Exhibit "A".

2. COMPANY shall perform the services described in Exhibit "A" (1) with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer. COMPANY represents that any employee who performs services under this Agreement shall be fully qualified and competent to perform the services described in Exhibit "A".

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY in an amount not to exceed $390,000 for the professional services described in Exhibit “A.” CITY agrees to pay COMPANY according to the schedule set forth in Exhibit “A”, which is attached hereto and incorporated herein for all purposes, upon presentation of a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in Exhibit "A" incurred during the previous month which have received advance written approval from the City Manager. The City Manager must approve all additional expenses and reimbursable expenses in advance. Within 30 days of the date COMPANY’s invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY shall notify COMPANY of CITY’s objection and the grounds therefor within 15 days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice. CITY in any event shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

ARTICLE IV. TERM

The term of this Agreement shall be from the 28 day of April, 2021 until the 28 day of April, 2022, unless the project is completed sooner or the Agreement is terminated as provided below. Thereafter, this agreement may be renewed for up to two (2) additional terms of one (1) year each, upon the CITY providing notice of intent to renew to the COMPANY not less than 30 days prior to the expiration of this contract.

ARTICLE V. TERMINATION AT WILL

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

ARTICLE VI. ASSIGNMENT

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

ARTICLE VII. OWNERSHIP AND CONFIDENTIALITY OF DOCUMENTS AND OTHER WORK PRODUCT

All reports, information and other data ("instruments of service"), given to, prepared or assembled by COMPANY under this Agreement, and any other related documents or items shall become the sole property of CITY and shall be delivered to CITY, without restriction, except that COMPANY may make copies of any and all instruments of service for its files. CITY shall not make any modification to the plans and specifications or make them available for use by third parties without the prior written authorization of COMPANY, which consent shall not be unreasonably withheld.

ARTICLE VIII. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of CITY; that COMPANY shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. COMPANY shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. CITY does not have the power to direct the order in which the work is done. CITY shall not have the right to control the means, methods or details of COMPANY'S work. COMPANY shall assume exclusive responsibility for the work. COMPANY is entirely free to do the work in its own way.

ARTICLE IX. INSURANCE

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

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

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

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

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

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

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

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

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

ARTICLE X. ATTORNEY FEES

BY EXECUTING THIS AGREEMENT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY

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

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

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

ARTICLE XI. GOVERNMENTAL IMMUNITY

By executing this agreement CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

ARTICLE XII. NO THIRD PARTY BENEFICIARIES

CITY'S approval of this agreement does not create a third party beneficiary. There is no third

party beneficiary to this Agreement. No person or entity who is not a party to this Agreement shall have any third party beneficiary or other rights hereunder.

ARTICLE XIII. RELEASE

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

ARTICLE XIV. GENERAL PROVISIONS

A. Waiver. No waiver by CITY of a breach of any covenant, condition, or restriction of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction contained in this Agreement.

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

C. Notice. Any notice or demand that shall be made regarding this Agreement, shall be made in writing and delivered either in person or by certified or registered mail. Notice by mail shall be complete upon deposit of the paper, postage prepaid, in a post office or official depository under the care

and custody of the United States Postal Service addressed as follows:

If to CITY: City Manager's Office
P.O. Box 1152
Midland, Texas 79702

If to COMPANY: Parkhill, Smith & Cooper, Inc., DBA Parkhill
4222 85th Street
Lubbock, Texas 79423

The parties hereto may change the above-designated addresses by giving notice pursuant to the terms of this Section.

D. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

E. Use of Language. Words in the singular shall be held to include the plural, unless the context otherwise requires.

F. Amendments, Modifications, Alterations. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

G. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed as original, and all of which shall constitute one and the same instrument.

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

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, COMPANY or his legal representative, shall give the City Manager, or any other

reasonable official of CITY, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY'S notice is insufficient. CITY reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

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

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

L. To the extent that Section 2271.002 of the Texas Government Code applies to this Agreement, COMPANY hereby verifies that COMPANY does not boycott Israel and will not boycott Israel during the term of this Agreement. If Section 2271.002 of the Texas Government Code does not apply to this Agreement, such verification is not required, and COMPANY shall be deemed to have not made such verification.

M. Records Retention and Production of Information. To the extent that this Agreement constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to CITY for the duration of this Agreement; (ii) promptly provide to CITY any contracting information related to the Agreement that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Agreement, either: (a) provide at no cost to CITY all contracting information related to the Agreement that is in the custody or possession of COMPANY; or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to CITY.

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

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, Interim City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLYAS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____§

§

COUNTY OF _____§

BEFORE ME, the undersigned authority, on this _____ day of _____, 2021 personally appeared, _____, an officer of Parkhill, Smith & Cooper, Inc., known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

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

_____

Notary Public, State of Texas

Parkhill

Project Fee and Budget Sheet

(Hourly/Billing Rates)

Today's Date:	4/15/2021 EXHIBIT B
Prepared By:	RSK
Principal:	RSK
Project Manager:	TBD
Project Name:	Florida Ave Utility Improvements
Project Number:	TBD
Task/Discipline:	DBC
Projected Start Date:	TBD
Fee (Revenue) Type:	Hourly Rate
Markup on Direct Expenses:	
Markup on Reimbursables:	15.00%

Fee Costs Summary

(Profit and Markup Included in Total Fee)

Labor Cost:	$341,605
Direct Consultants:	
Direct Expenses:	
Reimburable Consultants:	$39,500
Reimbursable Expenses:	$2,583
Total Fee:	**$390,000**

Fee Summary

(OH and Profit in Labor, Markup included in Directs and Reimbursables)

Labor:	$341,605
Directs:	
Subtotal:	$341,605
Reimburables:	$48,395
Total Fee:	**$390,000**

Labor Costs **Project:** Florida Ave Utility Improvements **Project Number:** TBD **Task/Discipline:** DBC **Current Fee:** $390,000

		1	2	3	4	5	6	7	8	
Category		CivilEngineers	CivilEngineers	CivilEngineers	CivilEngineers	OtherProfessionals	Surveyors	OtherProfessionals	SupportEmployees	
Staff Title - Level		Senior Project Manager Civil-PL7	Senior Project Manager Civil-PL6	Professional Civil Engineer-PL5	Civil Project Engineer-PL4	Other Professional-PL4	Surveyor-PL6	RPR-PL5	Support Staff-SS5	
Hourly/Billing Rate		$341.00	$286.00	$265.00	$220.00	$167.00	$208.00	$185.00	$123.00	
Resource (Employee) Name (Blank if not known)		AZE	RSK	KRL	KG	JV/RP	SW	CS	KG	
Task/Discipline	**Subtask/Phase** **Trips**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Total**
PRELIMINARY ANALYSIS & INVESTIGATION										
Scope Development		2	6	6	4	4			4	26
Site Investigation & Review of ROW Feasibility			4	12		2				18
GIS Incorporation & Verification			2	2	10					14
Flow Capacity & Hydraulic Analysis			2		10					12
As-Built Utility Evaluation			2	2						4
Coordination w/ Tx-Dot Conflict Analysis Study	1		8	8						16
Route Viability & Easement Development	1		4	4	8					16
Coordination w/ Subconsultants		1	4	2					4	11
DESIGN & CITY COMPLIANCE										
30% Design Documents (P&S) / QA/QC Review		10	40	20	60	60			20	
City Review & Comment Period	1	4	10		8	4			10	
Tx-Dot Coordination and UIR Permit/Abandon			40	20	20				20	
Traffic Control Plan			10	40	60					110
90% Design Documents (P&S) / QA/QC Review	1	10	40	10	10				10	80
City Review & Comment Period		4	10		8	4			20	46
TCEQ Plan Submittal Forms			8	8	8	8			10	42
Internal Constructability Review		10	4		4	4			4	26
Finalize Bid Documents w/ OPCC	1	4	4	10	10	8			8	44
BIDDING & CONTRACT AWARD										
Develop & Publish Project Advertisement			4	4					8	16
Furnish Bid Docs to Perspective Contractors			4	4					8	16
Schedule & Attend Pre-Bid Conference			8	8					8	24
Prepare & Issue Addena, as Applicable			8	8					8	24
Schedule & Attend Bid Opening			8	8					8	24
Proposal Evaluation & Recommendation			4	4					2	10
CONSTRUCTION ADMINISTRATION										
Schedule & Attend Pre-Construction Conference			8	8	8				8	32
Submittal Review & Approval			4	12	24				12	52
Facilitate Monthly Construction Progress Mtgs			12	24	24				24	84
Preparation of Change Ordfers, as Applicable			12	12	12				12	48
Prepare Applications for Payment			4	12					12	28
Conformed to Construction Document Submittal			4	4	40				10	58
SURVEY & EASEMENT DOCUMENTS										
Topo & Boundary Survey Along Project Limits	8	2	8			24	12	60	8	114
Derive Same Control as City System	4	2	8			24	12	24	8	78
Establish Control Monuments & Benchmarks	2						8	24	8	40
Easement Description & Exhibit Development	2					24	8	12	6	50
CONSTRUCTION STAKING										
Mark Project Align. @ 150- Intervals			4				12	16	2	34
Mark Observable Utilities, as Applicable			4				8	8		20
Reference Control Monuments and Benchmarks							1	1	1	3
Labor Subtotals	Hours Trip Count 21	49	302	252	328	166	61	145	263	1566
	Salary	$16,709	$86,372	$66,780	$72,160	$27,722	$12,688	$26,835	$32,345	$341,605

Reimburable Expenses Project: Project No: Task: Current Fee:

Expenses NOT included in lump sum fee. These are billed to client, including markup, if allowed.

Reimbursable Consultant Costs	Amount
511 4/15/2021 EXHIBIT B	
512 Mech/Elec Consultant	
513 Environ/Civil Consultant	
514 Architectural Consultant	
515 Testing Consultant (Geotech)	$17,500
516 SUE Consultant	$22,000
517 Interior Design Consultant	
518 Other Consultant - Kitchen / Food Consultant	
518 Other Consultant - Acoustical Consultant	
518 Other Consultant - AV/ IT Consultant	
518 Other Consultant	
Total Reimbursable Consultants	$39,500

Reimbursable Expenses									
521 Travel									
Motel		Days @		Men @		/Man-day	=		
Air Travel		Air Fare @		Men @		/Man	=		
Parking		Days @		/Day			=		
Car Rental		Days @		/Day			=		
Mileage	225.65	Miles @	$0.545	@	21	Trips	=	$2,582.56	
								Subtotal	$2,583
522 Reproductions									
Blackline / Color Plots									
34" x 22"		Shts @	$2.50	/Sht	@		Sets =		
36" x 24"		Shts @	$2.75	/Sht	@		Sets =		
42" x 30		Shts @	$3.25	/Sht	@		Sets =		
Other		sf @	$0.55	/sf	@		Sets =		
Mounting Foam Board		Boards @	$10.00	/ea	@				
Printing:									
Set Up Fee		Originals @	$0.15	/Sht	@		Submittals =		
8-1/2" x 11" B&W		Originals @	$0.09	/Sht	@		Sets =		
8-1/2" x 11" Color		Originals @	$0.55	/Sht	@		Sets =		
11" x 17" B&W		Originals @	$0.18	/Sht	@		Sets =		
11" x 17" Color		Originals @	$1.05	/Sht	@		Sets =		
Binding Cost		Sets @	$2.00	/Set			=		
Laminating		Shts @	$2.00	/Sht			=		
Scan to file									
Burn to CD/DVD		CD/DVD @	$13.50	/each			=		
Scan Specs		Originals @	$0.15	/Sht			=		
Scan Drawings		Originals @	$1.50	/Sht			=		
								Subtotal	
523 Models/Renderings/Photos				Shots @		/Shot			
524 Telephone		Calls @		/Call					
525 Meals		Days @		Men @		/Man-day			
526 Field Supplies									
528 Postage		Mailings @		/Mailing	(Standard)				
528 Postage		Mailings @		/Mailing	(Overnight)				
530 Misc Reimbursable Exp									
532 Temporary Personnel									
534 Office Supplies									
535 CADD									
536 Field Equip Rental									
537 Interior Design Items									
539 License & Regulation Fee									
543 NM Gross Receipt Tax									
547 Computer Supplies									
								Total Reimbrusable Expenses	$2,583

Parkhill

April 15, 2021

Mr. Carl Craigo, P.E.
Utilities Director
City of Midland
300 North Loraine, 3rd Floor
Midland, TX 79701

Re: Professional Engineering Services Proposal
Florida Avenue Utility Improvements

Dear Mr. Craigo:

Parkhill, Smith & Cooper, Inc. dba Parkhill, is pleased to provide this proposal to deliver professional services under our engineering, survey, and construction administration teams. These tasks are related to the planning, survey, design, bidding and construction of new water and sewer infrastructure in conjunction with Tx-Dot roadway improvements along Florida Ave/Garden City Hwy between S. Big Spring Street and Interstate 20.

Please see Exhibit A, attached, for a detailed listing of work to be accomplished along with associated cost.

Exhibit B shows the current hourly rate fee breakdown for Parkhill to be used in performing these tasks.

Thank you for the opportunity to provide our services on this project. We trust the letter is responsive to your request, and we look forward to your approval. Should you have any questions, please do not hesitate to call me at 817.633.0434 or by email at rkennerly@parkhill.com.

Sincerely,

Parkhill

By _____
Ryan Kennerly, PE, DBIA
Principal

RSK

Enclosures

cc: Cory Moose

EXHIBIT A

Professional Engineering Scope of Services
Florida Avenue Utility Improvements

PROJECT DESCRIPTION

The project generally includes new water and wastewater pipelines along Florida Ave, along with applicable service connections.

PROFESSIONAL SERVICES

The following items have been identified as necessary components for delivery of a complete and effective project. Parkhill will perform a preliminary analysis investigation, prepare survey components and easement descriptions (as applicable), geotechnical & SUE services, Tx-Dot coordination and application, along with the development of sealed plan and specification documents required for construction bidding. Bid phase services an construction administration shall also be encompassed within this agreement.

Task 1 – Engineering Design and Basic Services:

a. Preliminary Analysis and Investigation:

- Scope development & contract execution
- Site investigation & review of ROW feasibility
- GIS Incorporation and verification
- Flow capacity & hydraulic analysis
- As-Built utility evaluation
- Coordination with Tx-Dot conflict analysis study
- Route viability & easement development, as applicable
- Coordination with subconsultants

b. Design and City Compliance:

- 30% design documents (plans & specifications) / QA/QC review
- City review and comment period
- Tx-DOT coordination / UIR permit approval and abandonment plan
- Traffic control plan
- 90% design documents (plans & specifications) / QA/QC review
- City review and comment period
- TCEQ plan submittal form
- Internal constructability review
- Finalize bid documents w/ OPCC

c. Bidding and Contract Award:

- Develop & publish project advertisement
- Furnish bid documents to perspective contractors

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- Schedule and attend pre-bid conference
- Prepare and issue addenda, as applicable
- Schedule and attend bid opening
- Proposal evaluation and recommendation

d. Construction Administration:

- Schedule and attend pre-construction conference
- Submittal review and approval
- Facilitate on-site monthly construction progress meetings
- Preparation of change orders, as applicable
- Prepare applications for payment
- Conformed to construction document submittal

Task 2 – Survey & Easement Documents:

- Topographic and boundary survey along project limits
- Derive same control, as applicable, to existing City files
- Establish control monuments and benchmarks throughout project limits
- Easement description and exhibit development along project limits

Task 3 – Construction Staking:

- Mark project alignment at 150-foot intervals or sightline, whichever is less
- Mark observable utilities, as applicable
- Reference control monuments and benchmarks, as applicable

Task 4 – Geotechnical & SUE Services:

- Mark project limits and drill locations as required for pipeline borings and/or any structural components
- Drill to desired depths as appropriate for anticipated pipe alignment
- Report data in the latest ASTM standard format
- Level ‘A’ Sue along project alignment, as applicable

OWNER’S SERVICES

- Coordination of site visits at appropriate times throughout the project
- Coordination with local property owners and assistance with easement procurement
- Design documents review at 30% & 90%
- Facilitate meeting site for project related conferences
- Process engineering and construction pay-application requests

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SCHEDULE

Engineering design and basic services, including survey, will initiate after notification from the Owner and conclude no later than 210 business days from commencement date.

METHOD OF PAYMENT

Owner shall deliver compensation on an hourly rate basis in accordance with the fee summary below. Invoices shall be submitted monthly by the engineer, in a format acceptable to the owner, based upon the percentage of work completed to date. The engineer shall not exceed the stated fee without prior written consent from the Owner.

1 - Engineering Design and Basic Services
- a. Preliminary Analysis and Investigation……...$30,000
- b. Design and City Compliance……..$160,000
- c. Bidding & Contract Award……$25,000
- d. Construction Administration……$65,000

2 - Survey and Easement Documents……..…….....$55,000
3 - Construction Staking……..……..……...$10,000
4 - Geotechnical & Sue Services…….……$45,000

Estimated Hourly Rate Fee: ***$390,000***

****SPECIAL SERVICES***

Services shall be authorized in writing by the Owner. Basis of payment is to be determined at the time of authorization. The following are examples and are not intended to be all-inclusive of types of special services which may be required.

- *Archeological Investigation/Survey*
- *Bond Counsel*
- *Financial Advisor*
- *Static and Residual Flow Testing*
- *Construction Materials Testing*

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City Council Meeting

Item Number: 7

Meeting Date: April 27, 2021

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AWARDING A CONTRACT FOR THE SUNGLO STREET PAVING BOND PROJECT TO REECE ALBERT, INC. OF MIDLAND, TEXAS, AT A TOTAL COST OF $1,285,572.60; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT (GENERAL SERVICES)

Purpose:

Approval of a resolution authorizing the execution of a contract for the Sunglo Street Paving Bond Project for the Engineering Services Department.

Recommended City Council Action:

Approve

Fiscal Impact:

The amount of $1,656,965.60 is available in the Road Bond Projects Fund 120 and will be appropriated to a project for said purpose.

Discussion:

The City Manager approved plans and specifications and authorized advertisement for bids for the Approval of a resolution authorizing the execution of a contract for the Sunglo Street Paving Bond Project. The bid request was sent to fifty-seven (57) companies. We received four (4) bids. Staff recommends awarding a contract to Reece Albert, Inc for the amount of $1,285,572.60. Please see the attached memo from Matt Carr, City Engineer, for more information.

Therefore, please consider a resolution awarding a contract for the Sunglo Street Paving Bond Project to Reece Albert, Inc of Midland, Texas for the amount of $1,285,572.60. Staff is also requesting an additional $321,393.00 in contingences plus $50,000.00 for project related costs for a total cost of $1,656,965.60.

Morris Williams Jr.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT FOR THE SUNGLO STREET PAVING BOND PROJECT TO REECE ALBERT, INC. OF MIDLAND, TEXAS, AT A TOTAL COST OF $1,285,572.60; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT

WHEREAS, the Interim City Manager approved the plans and specifications and advertised for competitive bids for the Sunglo Street Paving Bond Project (the "Project"); and

WHEREAS, Bid No. 21002719 was opened on April 14, 2021, with the lowest responsible bidder being Reece Albert, Inc. of Midland, Texas ("Contractor"), having submitted a bid of $1,285,572.60 as shown on the bid tabulation attached hereto as Exhibit "A" and incorporated herein for all legal purposes; and

WHEREAS, the total cost of the work to be completed, according to the previously advertised plans and specifications and the unit prices in Exhibit "A", shall not exceed $1,285,572.60; and

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

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

SECTION ONE. That the Mayor and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with Contractor for said Project at a total cost of $1,285,572.60, said contract being on file in the office of the City Secretary, referenced by the date and number of this resolution.

SECTION TWO. That the Interim City Manager is hereby authorized and directed to execute, on behalf of the City of Midland, change orders to said contract if (1) each change order involves a decrease or an increase of $50,000.00 or less and (2) the change orders, in total, do not increase the original contract price by more than 25 percent ($321,393.00).

SECTION THREE. That the sum of $1,656,965.60 is hereby appropriated from the

Road Bond Projects CIP Fund 120 to a project account for said Project.

SECTION FOUR. That the City Comptroller is hereby authorized and directed to pay Contractor pursuant to the terms of said contract and change orders executed in accordance with this resolution in an amount not to exceed $1,606,965.60 from funds available in the aforementioned project account upon receipt of proper invoices or statements approved by the Interim City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2021, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, Interim City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

_____
Jose Ortiz, Engineering Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

BP19-04 - City of Midland: Sunglo Street Paving Project

City of Midland - Engineering Services; April 14, 2021

BID TAB					JD King			Danny's Ashpalt Paving			Jones Bros.			Reece Albert, Inc		
Bid Item	Pay Note	Description	Quantity	Units	Unit Price	Bid Total	Actual Bid Total	Unit Price	Bid Total	Actual Bid Total	Unit Price	Bid Total	Actual Bid Total	Unit Price	Bid Total	Actual Bid Total
1	M1	Mobilization	6	MO	$ 8,363.53	$ 50,181.18	$ 50,181.18	$ 19,014.00	$ 114,087.00	$ 114,084.00	$ 11,750.00	$ 70,500.00	$ 70,500.00	$ 25,985.00	$ 155,910.00	$ 155,910.00
2	M2	Erosion/Sediment Control	6	MO	$ 14,901.08	$ 89,406.48	$ 89,406.48	$ 2,000.00	$ 12,000.00	$ 12,000.00	$ 6,000.00	$ 36,000.00	$ 36,000.00	$ 6,710.00	$ 40,260.00	$ 40,260.00
3	M3	Traffic Control	6	MO	$ 2,134.47	$ 12,806.82	$ 12,806.82	$ 2,100.00	$ 12,600.00	$ 12,600.00	$ 2,950.00	$ 17,700.00	$ 17,700.00	$ 535.00	$ 3,210.00	$ 3,210.00
4	M4	Job Site Safety	6	MO	$ 2,631.55	$ 15,789.30	$ 15,789.30	$ 1,200.00	$ 7,200.00	$ 7,200.00	$ 175.00	$ 1,050.00	$ 1,050.00	$ 405.00	$ 2,430.00	$ 2,430.00
5	M5	Seeding & Stabilization	1.5	ACRE	$ 1,406.57	$ 2,109.86	$ 2,109.86	$ 4,900.00	$ 7,350.00	$ 7,350.00	$ 2,625.00	$ 3,937.50	$ 3,937.50	$ 2,200.00	$ 3,300.00	$ 3,300.00
6	M6	Spraying Watering	1	LS	$ 10,660.48	$ 10,660.48	$ 10,660.48	$ 6,035.00	$ 6,035.00	$ 6,035.00	$ 18,500.00	$ 18,500.00	$ 18,500.00	$ 5,300.00	$ 5,300.00	$ 5,300.00
1	D1	Preparation of Right-Of-Way	5	ACRE	$ 2,222.35	$ 11,126.75	$ 11,111.75	$ 1,700.00	$ 8,500.00	$ 8,500.00	$ 1,950.00	$ 9,750.00	$ 9,750.00	$ 612.00	$ 3,060.00	$ 3,060.00
2	D2	Unclassified Roadway Excavation	8770	CY	$ 24.95	$ 219,061.00	$ 218,811.50	$ 4.10	$ 35,957.00	$ 35,957.00	$ 7.85	$ 68,844.50	$ 68,844.50	$ 9.75	$ 85,507.50	$ 85,507.50
3	D3	Unclassified Ditch Excavation	2829	CY	$ 23.59	$ 66,736.11	$ 66,736.11	$ 6.00	$ 16,974.00	$ 16,974.00	$ 9.40	$ 26,592.60	$ 26,592.60	$ 9.80	$ 27,724.20	$ 27,724.20
4	D4	Removal & Disposal of Existing Unclassified Pavement	262	SY	$ 5.01	$ 1,312.62	$ 1,312.62	$ 41.00	$ 10,742.00	$ 10,742.00	$ 10.00	$ 2,620.00	$ 2,620.00	$ 4.00	$ 1,048.00	$ 1,048.00
1	SD1	4.0' x 2.0' Reinforced Conrete Box Culvert	55	LF	$ 814.32	$ 44,787.60	$ 44,787.60	$ 800.00	$ 44,000.00	$ 44,000.00	$ 323.40	$ 17,787.00	$ 17,787.00	$ 608.50	$ 33,467.50	$ 33,467.50
2	SD2	Reinforced Conrete Safety End Treatment	2	EA	$ 9,171.39	$ 18,342.78	$ 18,342.78	$ 18,000.00	$ 36,000.00	$ 36,000.00	$ 8,242.50	$ 16,485.00	$ 16,485.00	$ 17,250.00	$ 34,500.00	$ 34,500.00
3	SD3	Open Trenching of Storm Drain (0' - 10' Deep)	79	LF	$ 151.88	$ 11,998.52	$ 11,998.52	$ 165.00	$ 13,035.00	$ 13,035.00	$ 57.75	$ 4,562.25	$ 4,562.25	$ 1.00	$ 79.00	$ 79.00
4	SD4	8" Jointed Reinforced Concrete Pilot Swale & Side-Slope	17	SY	$ 410.40	$ 6,976.80	$ 6,976.80	$ 184.00	$ 3,128.00	$ 3,128.00	$ 130.20	$ 2,213.40	$ 2,213.40	$ 100.00	$ 1,700.00	$ 1,700.00
1	P1	Subgrade Preparation (Depth ≤ 8")	17416	SY	$ 3.69	$ 64,265.04	$ 64,265.04	$ 2.00	$ 34,832.00	$ 34,832.00	$ 4.50	$ 78,372.00	$ 78,372.00	$ 1.00	$ 17,416.00	$ 17,416.00
2	P2	Unclassified Embankment (Density Controlled)	20	CY	$ 64.93	$ 1,298.60	$ 1,298.60	$ 490.00	$ 9,800.00	$ 9,800.00	$ 16.50	$ 330.00	$ 330.00	$ 16.10	$ 322.00	$ 322.00
3	P3	8" Jointed Reinforced Concrete Pavement	351	SY	$ 102.70	$ 36,047.70	$ 36,047.70	$ 84.00	$ 29,484.00	$ 29,484.00	$ 130.20	$ 45,700.20	$ 45,700.20	$ 101.60	$ 35,661.60	$ 35,661.60
4	P4	2" Type D HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY @ 1" Thick)	1500	TON	$ 116.09	$ 174,135.00	$ 174,135.00	$ 168.00	$ 252,000.00	$ 252,000.00	$ 93.20	$ 139,800.00	$ 139,800.00	$ 95.20	$ 142,800.00	$ 142,800.00
5	P5	3" Type C HMAC Asphalt Pavement Surface Course (PG64-22, 110 LBS / SY @ 1" Thick)	2250	TON	$ 116.18	$ 261,405.00	$ 261,405.00	$ 160.00	$ 360,000.00	$ 360,000.00	$ 87.10	$ 195,975.00	$ 195,975.00	$ 94.85	$ 213,412.50	$ 213,412.50
6	P6	Asphalt Thickened Edge Conrete-Asphalt Pavement	30	SY	$ 228.44	$ 6,853.20	$ 6,853.20	$ 100.00	$ 3,000.00	$ 3,000.00	$ 98.47	$ 2,954.10	$ 2,954.10	$ 56.80	$ 1,704.00	$ 1,704.00
7	P7	12" Fliexible Base (Type A, Grade 4)	17416	SY	$ 17.51	$ 304,954.16	$ 304,954.16	$ 27.50	$ 478,940.00	$ 478,940.00	$ 12.50	$ 217,700.00	$ 217,700.00	$ 10.15	$ 176,772.40	$ 176,772.40
8	P8	Bituminous Prime Coat (MC-30 or AEP, 0.20 Gal / SY)	2725	GAL	$ 4.78	$ 13,025.50	$ 13,025.50	$ 8.00	$ 21,800.00	$ 21,800.00	$ 4.70	$ 12,807.50	$ 12,807.50	$ 4.00	$ 10,900.00	$ 10,900.00
9	P9	Tack Coat (MC-30 or AEP, 0.10 Gal / SY)	1363	GAL	$ 4.59	$ 6,256.17	$ 6,256.17	$ 3.00	$ 4,089.00	$ 4,089.00	$ 3.85	$ 5,247.55	$ 5,247.55	$ 3.00	$ 4,089.00	$ 4,089.00
10	P10	6" Concrete Fillet	203	SY	$ 76.18	$ 15,464.54	$ 15,464.54	$ 102.00	$ 20,706.00	$ 20,706.00	$ 103.95	$ 21,101.85	$ 21,101.85	$ 77.75	$ 15,783.25	$ 15,783.25
11	P11	6" Concrete Valley Gutter	49	SY	$ 212.47	$ 10,411.03	$ 10,411.03	$ 150.00	$ 7,350.00	$ 7,350.00	$ 103.95	$ 5,093.55	$ 5,093.55	$ 101.05	$ 4,951.45	$ 4,951.45
12	P12	6" Concrete Commercial Driveway	1024	SY	$ 61.47	$ 62,945.28	$ 62,945.28	$ 95.00	$ 97,280.00	$ 97,280.00	$ 107.10	$ 109,670.40	$ 109,670.40	$ 89.85	$ 92,006.40	$ 92,006.40
13	P13	Concrete Ribbon Curb & Gutter	9742	LF	$ 15.00	$ 146,130.00	$ 146,130.00	$ 22.00	$ 214,324.00	$ 214,324.00	$ 21.00	$ 204,582.00	$ 204,582.00	$ 15.90	$ 154,897.80	$ 154,897.80
14	P14	Existing Manhole Ring & Cover Adjustment	14	EA	$ 1,176.45	$ 16,470.30	$ 16,470.30	$ 1,975.00	$ 27,650.00	$ 27,650.00	$ 1,575.00	$ 22,050.00	$ 22,050.00	$ 1,240.00	$ 17,360.00	$ 17,360.00
					Base Bid Total =	$ 1,680,957.82	**$ 1,680,693.32**	Base Bid Total =	$ 1,888,863.00	**$ 1,888,860.00**	Base Bid Total =	$ 1,357,926.40	**$ 1,357,926.40**	Base Bid Total =	$ 1,285,572.60	**$ 1,285,572.60**
							($264.50)			($3.00)			$0.00			$0.00

INTEROFFICE MEMORANDUM

TO: Erika Martinez; Purchasing Manager

FROM: Matt Carr, City Engineer

SUBJECT: Support Memo – Sunglo Paving Project ♦ Eng. Project No. BP19-04

COUNCIL MEETING DATE: April 27, 2021

Engineer staff has reviewed the bid tabulation for the Sunglo Paving Project. Reece Albert Inc. of Midland is the apparent successful low bidder. Staff recommends awarding the paving contract to Reece Albert Inc.

Reece Albert Inc. has an established history with other cities and developers of performing work of similar scale and scope to the subject project. Furthermore, the unit prices appear to be in line with current pricing trends.

Funding is available for this project.

The apparent successful bidder was selected based on the base bid amount of **$1,285,572.60** as outlined in the bidding documents. In addition, we would like to request that a 25% contingency in the amount of **$321,393.00** be allowed for value added changes to the project during construction and **$50,000.00** for project related costs incurred by the City to facilitate the contract (i.e. TDLR inspections, material testing services, etc.). The total amount made **available** for the project would be **$1,656,965.60**.

The agreement specifies a construction period beginning within 15 calendar days of a written notice to proceed for construction. Let me know if you have any questions.

Cc: Jose Ortiz
Regina Stephenson

BP19-04 - City of Midland: Sunglo Street Paving Project

City of Midland - Engineering Services; April 14, 2021

BID TAB					JD King			Danny's Ashpalt Paving			Jones Bros.			Reece Albert, Inc		
Bid Item	Pay Note	Description	Quantity	Units	Unit Price	Bid Total	Actual Bid Total	Unit Price	Bid Total	Actual Bid Total	Unit Price	Bid Total	Actual Bid Total	Unit Price	Bid Total	Actual Bid Total
1	M1	Mobilization	6	MO	$ 8,363.53	$ 50,181.18	$ 50,181.18	$ 19,014.00	$ 114,087.00	$ 114,084.00	$ 11,750.00	$ 70,500.00	$ 70,500.00	$ 25,985.00	$ 155,910.00	$ 155,910.00
2	M2	Erosion/Sediment Control	6	MO	$ 14,901.08	$ 89,406.48	$ 89,406.48	$ 2,000.00	$ 12,000.00	$ 12,000.00	$ 6,000.00	$ 36,000.00	$ 36,000.00	$ 6,710.00	$ 40,260.00	$ 40,260.00
3	M3	Traffic Control	6	MO	$ 2,134.47	$ 12,806.82	$ 12,806.82	$ 2,100.00	$ 12,600.00	$ 12,600.00	$ 2,950.00	$ 17,700.00	$ 17,700.00	$ 535.00	$ 3,210.00	$ 3,210.00
4	M4	Job Site Safety	6	MO	$ 2,631.55	$ 15,789.30	$ 15,789.30	$ 1,200.00	$ 7,200.00	$ 7,200.00	$ 175.00	$ 1,050.00	$ 1,050.00	$ 405.00	$ 2,430.00	$ 2,430.00
5	M5	Seeding & Stabilization	1.5	ACRE	$ 1,406.57	$ 2,109.86	$ 2,109.86	$ 4,900.00	$ 7,350.00	$ 7,350.00	$ 2,625.00	$ 3,937.50	$ 3,937.50	$ 2,200.00	$ 3,300.00	$ 3,300.00
6	M6	Spraying Watering	1	LS	$ 10,660.48	$ 10,660.48	$ 10,660.48	$ 6,035.00	$ 6,035.00	$ 6,035.00	$ 18,500.00	$ 18,500.00	$ 18,500.00	$ 5,300.00	$ 5,300.00	$ 5,300.00
1	D1	Preparation of Right-Of-Way	5	ACRE	$ 2,222.35	$ 11,126.75	$ 11,111.75	$ 1,700.00	$ 8,500.00	$ 8,500.00	$ 1,950.00	$ 9,750.00	$ 9,750.00	$ 612.00	$ 3,060.00	$ 3,060.00
2	D2	Unclassified Roadway Excavation	8770	CY	$ 24.95	$ 219,061.00	$ 218,811.50	$ 4.10	$ 35,957.00	$ 35,957.00	$ 7.85	$ 68,844.50	$ 68,844.50	$ 9.75	$ 85,507.50	$ 85,507.50
3	D3	Unclassified Ditch Excavation	2829	CY	$ 23.59	$ 66,736.11	$ 66,736.11	$ 6.00	$ 16,974.00	$ 16,974.00	$ 9.40	$ 26,592.60	$ 26,592.60	$ 9.80	$ 27,724.20	$ 27,724.20
4	D4	Removal & Disposal of Existing Unclassified Pavement	262	SY	$ 5.01	$ 1,312.62	$ 1,312.62	$ 41.00	$ 10,742.00	$ 10,742.00	$ 10.00	$ 2,620.00	$ 2,620.00	$ 4.00	$ 1,048.00	$ 1,048.00
1	SD1	4.0' x 2.0' Reinforced Concrete Box Culvert	55	LF	$ 814.32	$ 44,787.60	$ 44,787.60	$ 800.00	$ 44,000.00	$ 44,000.00	$ 323.40	$ 17,787.00	$ 17,787.00	$ 608.50	$ 33,467.50	$ 33,467.50
2	SD2	Reinforced Concrete Safety End Treatment	2	EA	$ 9,171.39	$ 18,342.78	$ 18,342.78	$ 18,000.00	$ 36,000.00	$ 36,000.00	$ 8,242.50	$ 16,485.00	$ 16,485.00	$ 17,250.00	$ 34,500.00	$ 34,500.00
3	SD3	Open Trenching of Storm Drain (0' - 10' Deep)	79	LF	$ 151.88	$ 11,998.52	$ 11,998.52	$ 165.00	$ 13,035.00	$ 13,035.00	$ 57.75	$ 4,562.25	$ 4,562.25	$ 1.00	$ 79.00	$ 79.00
4	SD4	8" Jointed Reinforced Concrete Pilot Swale & Side-Slope	17	SY	$ 410.40	$ 6,976.80	$ 6,976.80	$ 184.00	$ 3,128.00	$ 3,128.00	$ 130.20	$ 2,213.40	$ 2,213.40	$ 100.00	$ 1,700.00	$ 1,700.00
1	P1	Subgrade Preparation (Depth ≤ 8")	17416	SY	$ 3.69	$ 64,265.04	$ 64,265.04	$ 2.00	$ 34,832.00	$ 34,832.00	$ 4.50	$ 78,372.00	$ 78,372.00	$ 1.00	$ 17,416.00	$ 17,416.00
2	P2	Unclassified Embankment (Density Controlled)	20	CY	$ 64.93	$ 1,298.60	$ 1,298.60	$ 490.00	$ 9,800.00	$ 9,800.00	$ 16.50	$ 330.00	$ 330.00	$ 16.10	$ 322.00	$ 322.00
3	P3	8" Jointed Reinforced Concrete Pavement	351	SY	$ 102.70	$ 36,047.70	$ 36,047.70	$ 84.00	$ 29,484.00	$ 29,484.00	$ 130.20	$ 45,700.20	$ 45,700.20	$ 101.60	$ 35,661.60	$ 35,661.60
4	P4	2" Type D HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY @ 1" Thick)	1500	TON	$ 116.09	$ 174,135.00	$ 174,135.00	$ 168.00	$ 252,000.00	$ 252,000.00	$ 93.20	$ 139,800.00	$ 139,800.00	$ 95.20	$ 142,800.00	$ 142,800.00
5	P5	3" Type C HMAC Asphalt Pavement Surface Course (PG64-22, 110 LBS / SY @ 1" Thick)	2250	TON	$ 116.18	$ 261,405.00	$ 261,405.00	$ 160.00	$ 360,000.00	$ 360,000.00	$ 87.10	$ 195,975.00	$ 195,975.00	$ 94.85	$ 213,412.50	$ 213,412.50
6	P6	Asphalt Thickened Edge Conrete-Asphalt Pavement	30	SY	$ 228.44	$ 6,853.20	$ 6,853.20	$ 100.00	$ 3,000.00	$ 3,000.00	$ 98.47	$ 2,954.10	$ 2,954.10	$ 56.80	$ 1,704.00	$ 1,704.00
7	P7	12" Fliexible Base (Type A, Grade 4)	17416	SY	$ 17.51	$ 304,954.16	$ 304,954.16	$ 27.50	$ 478,940.00	$ 478,940.00	$ 12.50	$ 217,700.00	$ 217,700.00	$ 10.15	$ 176,772.40	$ 176,772.40
8	P8	Bituminous Prime Coat (MC-30 or AEP, 0.20 Gal / SY)	2725	GAL	$ 4.78	$ 13,025.50	$ 13,025.50	$ 8.00	$ 21,800.00	$ 21,800.00	$ 4.70	$ 12,807.50	$ 12,807.50	$ 4.00	$ 10,900.00	$ 10,900.00
9	P9	Tack Coat (MC-30 or AEP, 0.10 Gal / SY)	1363	GAL	$ 4.59	$ 6,256.17	$ 6,256.17	$ 3.00	$ 4,089.00	$ 4,089.00	$ 3.85	$ 5,247.55	$ 5,247.55	$ 3.00	$ 4,089.00	$ 4,089.00
10	P10	6" Concrete Fillet	203	SY	$ 76.18	$ 15,464.54	$ 15,464.54	$ 102.00	$ 20,706.00	$ 20,706.00	$ 103.95	$ 21,101.85	$ 21,101.85	$ 77.75	$ 15,783.25	$ 15,783.25
11	P11	6" Concrete Valley Gutter	49	SY	$ 212.47	$ 10,411.03	$ 10,411.03	$ 150.00	$ 7,350.00	$ 7,350.00	$ 103.95	$ 5,093.55	$ 5,093.55	$ 101.05	$ 4,951.45	$ 4,951.45
12	P12	6" Concrete Commercial Driveway	1024	SY	$ 61.47	$ 62,945.28	$ 62,945.28	$ 95.00	$ 97,280.00	$ 97,280.00	$ 107.10	$ 109,670.40	$ 109,670.40	$ 89.85	$ 92,006.40	$ 92,006.40
13	P13	Concrete Ribbon Curb & Gutter	9742	LF	$ 15.00	$ 146,130.00	$ 146,130.00	$ 22.00	$ 214,324.00	$ 214,324.00	$ 21.00	$ 204,582.00	$ 204,582.00	$ 15.90	$ 154,897.80	$ 154,897.80
14	P14	Existing Manhole Ring & Cover Adjustment	14	EA	$ 1,176.45	$ 16,470.30	$ 16,470.30	$ 1,975.00	$ 27,650.00	$ 27,650.00	$ 1,575.00	$ 22,050.00	$ 22,050.00	$ 1,240.00	$ 17,360.00	$ 17,360.00
					Base Bid Total =	$ 1,680,957.82	**$ 1,680,693.32**	Base Bid Total =	$ 1,888,863.00	**$ 1,888,860.00**	Base Bid Total =	$ 1,357,926.40	**$ 1,357,926.40**	Base Bid Total =	$ 1,285,572.60	**$ 1,285,572.60**
							($264.50)			($3.00)			$0.00			$0.00

MIDLAND
Engineering Services

SPECIFICATIONS

Project Name: Sunglo Street Paving Bond Project
Project Number: BP19-04

MAYOR

Patrick Payton

COUNCIL MEMBERS

District 1	Scott Dufford	District 3	Jack Ladd
District 2	John Norman	District 4	Lori Blong
At-Large	Spencer Robnett	At Large	Michael Trost

CITY ENGINEER

Matt C. Carr, P.E.



Prepared by City of Midland, Texas
Engineering Services Division

March 2021

PACKET
7.9
April 27, 2021

NOTICE TO BIDDERS

ATTENTION: Due to the Coronavirus (COVID-19) pandemic, all bidders are encouraged to mail bid packets to one of the addresses below rather than delivering them in person in the interests of maintaining social distancing:

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

If bid packets are delivered in person then bidders must drop the bid packets off at the first-floor front desk of City Hall before the bid opening deadline, and social distancing measures will be maintained for the health of all parties involved.

Sealed proposals, addressed to the Mayor and City Council of the City of Midland, Texas, for the furnishing of materials and labor together with other miscellaneous and appurtenant work will be received at the office of the City Secretary, City Hall, Midland, Texas, until 2:00 p.m. on the 14th day of April, 2021, and publicly opened and read aloud at that time.

ATTENTION: The public bid opening will be in the City Council Meeting Chambers in order to enable social distancing by the attendees due to COVID-19. Attendees must wear masks while they are inside City Hall.

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

ATTENTION: A NON-MANDATORY PRE-BID MEETING TELECONFERENCE will be held at 3:00 p.m. on Wednesday, April 7th, 2021. There will be no in-person pre-bid meeting due to COVID-19.

TELECONFERENCE CALL IN NUMBER: (866) 528-2256
ACCESS CODE: 4450719

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

jferguson@midlandtexas.gov

The deadline for submitting additional questions after the Non-Mandatory Pre-Bid Meeting Teleconference is Noon on Friday, April 9, 2021. Questions submitted before the Noon deadline will be included in the Addendum that will go out that same day along with all discussion items, questions, answers, and any new information resulting from the Non-Mandatory Pre-Bid Meeting Teleconference. Questions submitted after the Noon deadline will not receive any additional information and will instead only be directed to the information already provided.

Bids will be received on a unit price basis.

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

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

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

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

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

WAIVER OF ATTORNEY FEES

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

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

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

WAIVER

BIDDER’S WAIVER:

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

1. **THE ADMINISTRATION, EVALUATION OR RECOMMENDATION OF ANY BID;**

2. **WAIVER OR DELETION OF ANY OF THE REQUIREMENTS UNDER THE BID DOCUMENTS OR THE CONTRACT DOCUMENTS;**

3. **ACCEPTANCE OR REJECTION OF ANY BIDS; OR**

4. **AWARD OF THE CONTRACT**

BY SUBMITTING A BID, THE BIDDER ACKNOWLEDGES THAT THE BIDDER UNDERSTANDS ALL OF THE TERMS OF THE BIDDING DOCUMENTS AND CONSENTS TO THE BIDDING PROCESS AND THE POSSIBILITY OF A NEGATIVE ASSESSMENT. BY SUBMITTING A BID, THE BIDDER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE BIDDER AND THE CITY OF MIDLAND, TEXAS. THE BIDDER AGREES THAT THIS IS THE INTENTIONAL RELINQUISHMENT OF A PRESENTLY EXISTING KNOWN RIGHT. BY SIGNING THE REQUEST FOR BID AND/OR BELOW, YOUR COMPANY AGREES TO THE ABOVE WAIVER(S).

City of Midland

Amy Turner
City Secretary

Form Revised March 2021

INSTRUCTION AND INFORMATION FOR BIDDERS

1. LOCATION AND EXTENT OF WORK

The work and construction contemplated to be accomplished under this Contract is located in the City of Midland, Texas, and consists of municipal public works projects as set forth in the proposal.

The location and details for the construction and related work are shown upon a set of drawings dated March 23, 2021 and numbered from 1 through 60 inclusive. These drawings and plans, together with the specifications, form a part of the Contract. Where figures are shown on the drawings, they shall take precedence over scaled distances and dimensions.

2. TIME AND PLACE OF RECEIVING BIDS

All bids shall be sealed, addressed to the Mayor and City Council of the City of Midland, Texas, and will be received by the City Secretary in her office at City Hall, 300 N. Loraine Street, Midland, Texas, mailing address is P.O. Box 1152, Midland, Texas 79702, until time stated on the Advertisement for Bids.

3. PREPARATION OF BID FORM

Bids shall be submitted only on the forms provided therefore in the Contract Documents, and must not be submitted in letter form or in any other form. They shall be filled out in ink in both script and figures. The Proposal form provided in the Contract Documents sets forth in detail the various items and approximate quantities thereof contained in the Project. Bids submitted in any other form will be considered irregular and will be returned to the Bidder without receiving consideration by the Owner.

All bids must be submitted in sealed envelopes bearing on the outside the name of the Bidder, his address, and the name of the Project for which the bid is submitted. It is the sole responsibility of the Bidder to see that his bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the Bidder unopened.

The bid must be signed in the name of the Bidder and must bear the signature in longhand of the persons duly authorized to sign the bid.

Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the Contract Documents may result in the Owner's rejection of the bid as not being responsive to the invitation. No oral or telephonic modification of any bid submitted will be considered and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the Bidder was placed in the mail prior to the opening of bids.

The bid submitted must not contain any erasures, interlineations or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surnames of the person or persons signing the bid.

4. EXAMINATION OF SITE, DRAWINGS, ETC

Each Bidder is requested to visit the site of the proposed work and fully acquaint himself with the conditions relating to the construction and labor so that he may fully understand the facilities, difficulties and restrictions attending the execution of the work under the Contract. Bidders shall thoroughly examine and be familiar with the Plans and the Specifications. The failure or omission of any Bidder to receive or examine any form, instrument, addendum or other document or to visit the site and acquaint himself with conditions there existing shall in no way relieve any Bidder from obligations with respect to his bid or to the Contract. The submission of a bid shall be taken as prima-facie evidence of compliance with this section.

5. WITHDRAWAL OF BIDS

Any Bidder may withdraw his bid, either personally, by written request, or by telegraphic request confirmed in the manner specified above, at any time prior to the scheduled closing time for receipt of bids.

6. AGREEMENT AND BONDS

The successful Bidder will be required to furnish a Performance Bond, and a Payment Bond, in an amount equal to one hundred percent (100%) of the total Contract price, such bond to be executed in five (5) original counterparts by a Corporate Surety authorized to do business in the State of Texas, and acceptable to the City of Midland. All Bonds must be executed on forms contained in these Contract Documents. The form of Agreement which the successful Bidder, and Contractor will be required to execute is also included herewith. The form of Agreement and the form of the Bonds should be carefully examined by the Bidder.

7. INTERPRETATION OF PLANS AND DOCUMENTS

If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any part of the Plans, Specifications, or other Contract Documents or finds discrepancies in, or omissions from the Plans or Specifications, he may submit to the Owner written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by Addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of such Contract Documents. The Owner will not be responsible for any other explanations or interpretations of the Contract Documents. No oral interpretations of any provision in the Contract Documents will be made to any Bidder.

8. BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm or corporation shall be allowed to make, or file more than one bid for the same work unless alternate bids are specifically called for. A person, firm or corporation that has submitted a sub-proposal to a Bidder, or that has quoted prices of materials to a Bidder is not thereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or making a prime proposal.

9. AWARD OF CONTRACT

The Owner reserves the right to reject any or all bids submitted and not make an award. The Owner also reserves the privilege of accepting any item as a separate contract or the combination of items of a contract. The Owner and Bidder agree that, if the Contract is awarded, that it will be awarded to either the lowest responsible bidder/proposer, or to the bidder/proposer who provides goods or services at the best value for the

City of Midland. In determining the best value for the City of Midland, the City of Midland may consider the criteria enumerated in Section 252.043 of the Texas Local Government Code. Further, the Owner reserves all rights granted by Section 271.027 of the Texas Local Government Code. The Owner reserves the right to award the bid to the lowest responsible bidder.

10. OPENING OF BIDS

Bidders are invited to be present at the opening of the Proposals. All Proposals shall be made and received with the understanding that the Bidder accepts the terms and conditions contained in the Contract Documents.

11. COMPARISON OF BIDS

All bids will be compared on the basis of the Proposal.

12. BID GUARANTY

A Certified Check, Bank Money Order, issued by a bank satisfactory to the Owner, or a Bidder's Bond on the form provided and approved by the City Attorney, in the amount of five percent (5%) of the largest possible lump sum bid submitted, payable without recourse to the Owner, must accompany the Bidder's Proposal, as a guaranty that the Bidder will enter into a Contract and execute the required Performance Bond and Guaranty in the forms provided within fifteen (15) days after notice of award of Contract to him. Bids or Proposals without the required Bid Guaranty will not be considered. All Proposals shall remain in effect for a period of thirty (30) days after date of bid opening.

13. CONTRACT DOCUMENTS

The complete Contract Documents may include the following: (1) Notice to Bidders, (2) Instructions and Information for Bidders, (3) Proposal, (4) Experience Record, (5) Bid Bond, (6) Contract Agreement, (7) Performance Bond, (8) Payment Bond, (9) Insurance Certificate, (10) General Conditions, (11) Special Conditions, (12) Detailed Specifications all of which are bound together, and/or (13) Certificate of Payment. The Contract Documents shall also include Drawings or Detailed Plans for the proposed work. A complete set of the Contract Documents and the detailed plans are on file in the Office of the City Secretary.

14. TIME ELEMENT

The work to be done under this Contract shall be commenced within fifteen (15) days from the date of the notice from the City to the Contractor to commence work. The Contractor shall commence performance of the Contract on the date stated in the City's notice to the Contractor to proceed and shall complete the performance of the Contract without delay.

15. PAYMENTS

Payments to the Contractor will be based upon the prices stated in the proposal and upon basis of the work performed as determined by the Engineer. The Engineer's determination shall be considered as final unless changes are authorized by the City in writing which shall affect the work. Upon issuance of the Certificate of Completion, the Engineer shall proceed to take final measurements and prepare a final statement of the value of all work performed and materials furnished under the terms of the agreement and shall certify same to the Owner who shall pay to the Contractor on or after the 30th day, and before the 35th day, after the date of the

Certificate of Completion, the balance due the Contractor under the terms of this agreement, provided he has fully performed his contractual obligations under the terms of this Contract, and said payment shall become due in any event upon said performance by the Contractor. Notwithstanding any provision of these Contract documents to the contrary, it is expressly understood and agreed by the parties hereto that neither the Certificate of Acceptance, nor the final or any other payment hereunder, nor any partial or total occupancy or possession of the project by the Owner, shall relieve the Contractor of his responsibility for completion of the entire project in a good workmanlike manner and in full compliance with the plans and specifications and the fulfillment of any warranties which may be required in the Contract documents.

Revised March 2021

NOTICE TO BIDDERS

IF THIS PURCHASE REQUIRES A CONTRACT, THE ATTACHED **CONTRACT AND INSURANCE REQUIREMENTS ARE NON-NEGOTIABLE**. MODIFICATIONS BY BIDDER/CONTRACTOR OF ANY MATERIAL TERM(S) TO THE CONTRACT DOCUMENTS WILL BE DEEMED A NON-RESPONSIVE BID. NON-RESPONSIVE BIDS WILL BE REJECTED. BIDDER/CONTRACTOR MUST BE WILLING TO SIGN THE CONTRACT AS IS AND WITHOUT MODIFICATIONS, PROVIDE PROPERLY EXECUTED BONDS (IF APPLICABLE) AND PROVIDE INSURANCE SPECIFICALLY AS REQUIRED WITHIN THE CONTRACT DOCUMENTS **WITHIN 21 DAYS** OF THE DATE OF THE TRANSMITTAL LETTER.

IF THE SELECTED BIDDER/CONTRACTOR CANNOT MEET THE ABOVE REQUIREMENTS, THEN **THE CITY RESERVES THE RIGHT TO AWARD THIS PURCHASE TO ANOTHER BIDDER**.

IMPORTANT NOTICE – IF THE CONTRACT DOCUMENTS REQUIRE WORKER'S COMPENSATION INSURANCE, BIDDER/CONTRACTOR MUST CARRY WORKER'S COMPENSATION INSURANCE TO BE ELIGIBLE FOR THIS CONTRACT. IF YOU CANNOT PROVIDE WORKER'S COMPENSATION INSURANCE AS REQUIRED BY STATE OF TEXAS STATUTE, WE RESPECTFULLY REQUEST THAT YOU "NO BID" THIS WORK.

COMPLIANCE: Company agrees that it shall comply with Texas Government Code Section 2252.908, *et seq.*, as amended. Company agrees that it shall comply with Texas Local Government Code Section 176.006, *et seq.*, as amended. For further instructions on how to comply with Texas Government Code Section 2252.908 and Texas Local Government Code Section 176.006,

please go to https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm and https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm.

ANY VENDOR WHO FAILS TO COMPLY WITH THE TERMS OF THE AWARD **MAY BE DECLARED AN IRRESPONSIBLE VENDOR**. BIDS SUBMITTED BY SAID VENDOR SHALL NOT BE CONSIDERED AGAIN FOR A MINIMUM PERIOD OF SIX MONTHS AS DETERMINED BY THE CITY MANAGER.

IMPORTANT NOTICE

Conflict Of Interest Reporting Requirements

Compliance with LOCAL GOVERNMENT CODE TITLE 5. MATTERS AFFECTING PUBLIC OFFICERS AND EMPLOYEES SUBTITLE C. MATTERS AFFECTING PUBLIC OFFICERS AND EMPLOYEES OF MORE THAN ONE TYPE OF LOCAL GOVERNMENT CHAPTER 176. DISCLOSURE OF CERTAIN RELATIONSHIPS WITH LOCAL GOVERNMENT OFFICERS; PROVIDING PUBLIC ACCESS TO CERTAIN INFORMATION.

Form CIQ: This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire shall be filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

Bidders are responsible for filing Conflict of Interest form "CIQ" in accordance with the above referenced statute. Failure to do so is a class C Misdemeanor. Contracts or Purchase Orders awarded to a vendor that has violated this law is subject to termination at such time that the violation is discovered with no recourse to the City of Midland. The bidder will be subsequently removed from the bidders list for a minimum of one year.

When there is no known conflict of interest as defined by the statute, it is not necessary to file/submit the Form CIQ. The form must be submitted if a conflict is subsequently discovered.

By submitting a response to this request, vendor represents that it complies with the requirements of Chapter 176 of the Texas Local Government Code.

For a current list of the local government officers go to: http://www.midlandtexas.gov/

Upon completion of the form, sign and submit with bid or mail to:

City of Midland
Attn: City Secretary
PO Box 1152
Midland, Texas 79702

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Reece Albert, Inc.

2 ☑ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

None

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

4/14/2021

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

Consideration of Location of Bidder's Principal Place of Business
For Bids of $50,000 up to $100,000 for Services and $500,000 for Commodities
Affidavit of Eligibility

Pursuant to Texas Local Government Code 271.9051, in purchasing real property, personal property that is not affixed to real property, or services, if the City receives one or more bids from a bidder whose principal place of business is in the City of Midland and whose bid is within five percent (5%) of the lowest bid price received by the City from a bidder who is not a resident of the City of Midland, the City may enter into a contract with:

(1) the lowest bidder; or

(2) the bidder whose principal place of business is in the City of Midland if the City Council determines, in writing, that the local bidder offers the City the best combination of contract price and additional economic development opportunities for the City of Midland created by the contract award, including the employment of residents of the City of Midland and increased tax revenues to the City of Midland.

In order to receive consideration, bidders must submit this affidavit to:

Erika Martinez
Purchasing Manager
City of Midland
300 N. Loraine St.,
PO BOX 1152
Midland, TX 79702-1152

Complete all areas below. Incomplete affidavits may be rejected.

Local Business Name: _____

Local Address (must be within the City limits): _____

1. Is the above address the principal place of business for the business named above? ☐ Yes ☐ No
2. How many residents of the City of Midland are employed at the above business location? _____
3. Year your business was established in the City of Midland: _____
4. If you collect sales tax for ANY class of customer, provide the following Reseller information:

   Reseller Permit Number: _____

   Company Name and Address (as it appears on permit):

   _____

   _____

   _____

5. Does your business have more than one office in the State of Texas? ☐ Yes ☐ No
   If Yes, identify the office location considered as the point-of sale for the purpose of sales tax calculation:

   _____

   _____

6. Was the local business required to pay business and/or real property tax for the most recent tax year?

   ☐ Yes ☐ No

   If Yes, did the local business pay any of this tax to the City of Midland? ☐ Yes ☐ No

Under penalty of perjury, the undersigned states that the foregoing statements are true and correct. It is further acknowledged that any person, firm, corporation or entity intentionally submitting false information to the City in an attempt to qualify for eligibility shall be prohibited from bidding on City of Midland products and services for a period of one (1) year.

Authorized Signature: _____ Date: _____

Printed Name and Title: _____

Client#: 11452 REECEALB1

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/13/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Southwest San AngeloCL
133 W. Concho Ave., Ste. 109
San Angelo, TX 76903
325 655-5656

CONTACT NAME:
PHONE (A/C, No, Ext): 325 655-5656 FAX (A/C, No): 325 658-4519
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Indemnity Company	25658
INSURER B : Great American Insurance Company	16691
INSURER C : Texas Mutual Insurance Company	22945
INSURER D : Phoenix Insurance Company	25623
INSURER E :	
INSURER F :	

INSURED
Reece Albert Inc.
P.O. Box 3238
Midland, TX 79701

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			CO5450B863IND20	09/01/2020	09/01/2021	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	X PD Ded:5,000						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							$
D	AUTOMOBILE LIABILITY			8105450B851TCT20	09/01/2020	09/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR			TUE266701802	09/01/2020	09/01/2021	EACH OCCURRENCE	$9,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$9,000,000
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			0002051358	09/01/2020	09/01/2021	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Sunglo Street Paving Bond Project - Project Number BP19-04
The Auto, General Liability and Umbrella policies includes an automatic Additional Insured endorsement that provides Additional Insured and a Waiver of Subrogation status to the Certificate holder, only when there is a written contract or written agreement between the named insured and the certificate holder that requires such status, and only with regard to the above referenced on behalf of the (See Attached Descriptions)

CERTIFICATE HOLDER

City of Midland
300 N. Loraine St., Suite 330
Midland, TX 79701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lewis R. Heard

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DESCRIPTIONS (Continued from Page 1)

named insured. The Workers Compensation policy provides a Waiver of Subrogation status to the Certificate Holder only when there is a written contract or agreement that requires such status between the named insured and the certificate holder. 30 Day Notice of Cancellation except 10 Day for Non-Payment.

TECHNICAL SPECIFICATIONS

FOR: Sunglo Street Paving Bond Project

All construction for this project must conform to the City of Midland "STANDARD SPECIFICATIONS" issued by the Engineering Services Department which are herein made a part of these specifications by reference.

The bidder/contractor is to pay particular attention to the following items in the "STANDARD SPECIFICATIONS" for this project.

1) Preparation of Right of Way
2) Excavation, Embankment and Preparation of Subgrade
3) Concrete Curb and Gutter, Sidewalks, Driveways, Valley Gutters, Center Drains and Rip Rap
4) Concrete Structures
5) Flexible Base, Caliche
6) Bituminous Prime
7) Bituminous Tack
8) Hot Mix Asphaltic Concrete
9) Double Course Asphalt Surface Treatment
10) Preparation of Asphaltic Concrete Surface for Overlay or Seal Coat
11) Seal Coat
12) Asphalt –Rubber Seal Coat
13) Polymer Modified Slurry
14) PVC Pipe Casings
15) Water Line Specifications
16) Gravity Flow Sewers for Waste Water and Storm Water

The "STANDARD SPECIFICATIONS" are available from the Department of Engineering Services, City Hall, 300 North Loraine Street, Suite 510, Midland, Texas.

GENERAL CONDITIONS AND PROVISIONS

1. DEFINITIONS

The following terms as used in this contract shall be defined and interpreted as follows:

(a) "Contract" or "This Contract" or "Agreement": The particular Contract executed by the Contractor and the Owner of which these general conditions are integral parts.

(b) "Contractor": The person, firm or corporation to whom this Contract is awarded by the Owner and who is a party thereto.

(c) "Owner", "City", or pronouns instead: The entity that is a party to this Contract, contracting under the official name of the City of Midland, Texas or the City Council of the City of Midland.

(d) The words "as directed", "as required", "as permitted", "acceptable to", "satisfactory", and the words of like import, shall mean that the direction, requirement or permission of the Engineer is intended.

(e) "Engineer": The word "Engineer" used in these specifications or in this Contract means the duly authorized representative or agent of the Owner supervising the performance of the Contract and representing the Owner in his Contractual relations and negotiations with the Contractor during the period of construction. The Engineer will be represented by assistants and inspectors authorized to act for him. On all questions concerning the acceptability of material or equipment, the classifications of material, the execution of the work, conflicting interest of Contractors performing related work and the determination of costs, the decision of the Engineer shall be final, but shall not relieve the Contractor of his responsibility for completion of the entire work in a good and workmanlike manner and in full compliance with the plans and specifications.

Inspectors are required to see that all the provisions of the Contract specifications are faithfully adhered to. Any inspector may, if authorized by the Engineer, stop the work entirely if there is not sufficient quantity of suitable and approved material on the ground to carry it on properly, or for any other good and sufficient cause. Any work done in the absence of an inspector may be ordered opened up for thorough examination, and must be rebuilt or replaced at the Contractors sole expense if found to be deficient or not in accordance with the plans and specifications. But no approval by an inspector shall be construed as an acceptance of defective or improper work or material, which must be rebuilt or properly replaced whenever discovered. Inspectors have not the power to give orders or directions under any possible circumstances, except as herein defined and provided, and on authority of the Engineer

(f) "Subcontractor": Any person, firm or corporation other than an employee of the contractor, supplying, for and under agreement either with the Contractor or any subcontractor of the Contractor, labor or material, or both, at the site of the project in connection with this Contract.

(g) "Project": The structure or improvement to be constructed in whole or in part through the performance of this Contract.

(h) "Work on the Project": Such work as is performed or ordinarily would be performed at the site of the project.

(i) "Surety": Any firm or corporation executing a Surety Bond or Bonds payable to the Owner securing the performance of the Contract either in whole or in part.

(j) Whenever certain articles are specifically mentioned, by brand name or name of the manufacturer, such materials shall be taken as standard and guide for quality, operation, capacity, etc. The term "or equal" shall mean that articles of equal characteristics as required, but of different brand or manufacturer, may be substituted and accepted, subject in all instances to the approval of the Engineer.

(k) "Special Provisions", "Special Conditions", "Project Specific Specification" or "Job Specific Specifications" are included as amendment of and/or additions to the General Conditions and/or Standard Specifications for the particular project in which they are included and will take precedence over the General Conditions and Standard Specifications only in so far as the amendments and/or additions. All other provisions in the General Conditions and/or Standard Specifications will not be affected.

(l) "Drawings" "Contract Drawings", "Plans" "Detail Drawings" "Detail Sheets" or "Plans and Details" refers to the set of drawings which show the details for the construction and related work anticipated on this project and upon which bids are being solicited.

2. CONFLICT OF PROVISIONS

Unless it is specifically provided otherwise, any provision in any other part of this Contract which may be in conflict or inconsistent with any provision in the General Conditions and Provisions shall be void to the extent only of such conflict or inconsistency.

3. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall have charge of and shall be responsible for the entire work under this Contract until its completion and acceptance by the city. A competent superintendent, foreman or other representative, invested with sufficient authority to conduct the work properly, shall be maintained on the work at all times.

It is expressly agreed and understood that no decision of the Engineer or any certificate issued nor payment made to the Contractor nor partial or entire use or occupancy of the work by the Owner, shall be an acceptance of any work or materials not in accordance with this Contract, nor constitute a waiver of the Contractor's responsibility to perform the entire work in a good and workmanlike manner and in accordance with the plans and specifications.

4. TIME ELEMENT

The work shall be commenced and finished within the time set out in the Form of Contract.

The time of completion of this Contract is an essential element and consideration. Since, therefore, time is of the essence thereof, and in the event of delay in the completion of the entire work required hereunder beyond the period prescribed, or beyond the period for which time may be extended by authority of the Owner for good cause shown, the Owner shall be paid damages for such delay. Inasmuch as the amount of such damages is difficult to ascertain, it is hereby stipulated and agreed that such damages shall be liquidated and the Owner shall be paid damages at the rate as set forth in the Special Provisions, said damages to be paid to the Owner for each and every day that the Contractor be in default in completing the entire work required under this Contract. The Owner shall have the right to deduct such amounts from any monies due, or which may become due, under

this Contract. In the event that no amount for such damages is shown in the Special Provisions of these specifications, it is agreed that the amount of damages shall be Five Hundred dollars ($500.00) per day.

If during the progress of the work weather conditions, or other circumstances beyond the control of the Contractor should prevail to the extent that the work cannot be prosecuted and completed within the time specified in the Contract, the Contractor shall file with the Engineer within one week of the occurrence of such delay a request for a credit on the time of completion. Unless the Contractor files such request, the liquidated damages specified above will be enforced.

5. PAYMENT TO CONTRACTOR

ESTIMATED QUANTITIES:

This Contract, including the specifications, plans and estimate, is intended to show clearly all work to be done and material to be furnished hereunder. Where the estimated quantities are shown for the various classes of work to be done and material to be furnished under this Contract, they are approximate and are to be used only as a basis for estimating the probable cost of the work and for comparing the proposals offered for the work. It is understood and agreed that the actual amount of work to be done and material to be furnished under this Contract may differ somewhat from these estimates, and that where the basis for payment under this Contract is the unit price method, payment shall be for the actual amount of such work done and the material furnished.

Where payment is based on the unit price method, the Contractor agrees that he will make no claim for damages, anticipated profits or otherwise on account of any differences which may be found between the quantities of work actually done, the material actually furnished under this Contract and the estimated quantities contemplated and contained in the proposal provided, however, that in case the actual quantity of any major item should become as much as twenty percent (20%) more than, or twenty percent (20%) less than the estimated or contemplated quantity for such items, then either party of this agreement, upon demand, shall be entitled to a revised consideration upon the portion of the work above or below twenty percent (20%) of the estimated quantity.

A "Major Item" shall be construed to be any individual item incurred in the proposal that has a total cost equal to or greater than five percent (5%) of the total Contract cost, computed on the basis of the proposal quantities and the Contract unit price.

Any revised consideration is to be determined by agreement between the parties, otherwise by the terms of this Contract, as provided under "Extra Work".

PAYMENT; RETAINAGE:

On or before the 1st day of each month the Contractor shall prepare an itemized statement showing the total value of the work completed by the Contractor up to and including the 25th day of the preceding month; said statement shall also include the value of all sound materials delivered on the site of the work that are to be fabricated into the work. NO ESTIMATE WILL BE MADE ON UNCOMPLETED PORTIONS OF THE WORK.

After all work is completed by Contractor, including all Change Orders altering the original scope and amount of the contract are completed, and the City has inspected and approved that the work is completed and in compliance with the contract and all subsequent Change Orders, the City may thereafter issue payment to Contractor in the amount of the contract and all Change Orders. The City shall be the final judge of when the

work is completed by Contractor. The City, in its sole discretion, shall determine if the work under the contract and under any Change Orders has been done to the City's requirements.

The City may make periodic payments to Contractor; provided, however, such periodic payments may only be made pursuant to this section, and only after all work and all Change Orders are completed by Contractor and approved by the City. The approval shall be in the City's sole discretion. Requests for progress payments may be made to the extent of the materials and labor completed at the end of each month. Upon approval by the City or the City's representative, the request and invoice shall be forwarded for payment less 5% retainage. The total of these payments shall not exceed 95% of the total contract amount.

FINAL COMPLETION AND ACCEPTANCE:

Within ten (10) days after the Contractor has given the Engineer written notice that the work has been completed, or substantially completed, the Engineer and the Owner shall inspect the work and within said time, if the work be found to be completed or substantially completed in accordance with the Contract documents, the Engineer shall issue to the Owner and the Contractor his Certificate of Completion.

FINAL PAYMENT:

Upon the issuance of the Certificate of Completion, the Engineer shall proceed to make final measurements and prepare final statement of the value of all work performed and materials furnished under the terms of the Contract and shall certify same to the Owner, who shall pay to the Contractor the balance due the Contractor under the terms of this Contract, provided he has fully performed his obligations under the terms of this Contract. Notwithstanding any provision of these Contract Documents to the contrary, it is expressly understood and agreed by the parties hereto that neither the certificate of acceptance, nor the final or any other payment hereunder, nor any partial or total occupancy or possession of the project by the Owner, shall relieve the Contractor of his responsibility for completion of the entire project in a good and workmanlike manner and a full compliance with the plans and specifications and the fulfillment of any warranties which may be required in the Contract Documents.

6. OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF

In addition to the amount which the Owner may otherwise retain under the Contract, the Owner may withhold a sufficient amount or amounts of any payment or payment otherwise due to the Contractor, as in this judgment may be necessary to cover:

(a) Payments which may be past due and payable for just claims against the Contractor or any subcontractor for labor or materials furnished for the performance of this Contract.

(b) For defective work not remedied.

(c) For failure of the Contractor to make proper payments to his subcontractors.

7. CERTIFICATE OF PAYMENT

Contractor shall, prior to issuance of final payment pursuant to the terms herein stated, provide proof satisfactory to the owner that all debts, bills and expenses incurred by the Contractor, his agents, employees or subcontractors employed by him, for labor, wages, materials and other purposes, in the furtherance of this

project, have been paid and satisfied in full. Satisfactory proof shall consist of an executed Certificate of Payment.

8. EXTRA, ADDITIONAL OR OMITTED WORK PAYMENT

The Owner, upon proper action by its governing body, may require changes in this Contract, or additions to, or deductions from the work to be performed or the materials to be furnished pursuant to this Contract. No employee, agent or representative of the Owner, with the exception of the governing body authorized to award this Contract, has any power to approve any change in this Contract and it is the responsibility of the Contractor before proceeding with any change to satisfy himself that the change has been properly authorized on behalf of the Owner. No charge for any extra work or other change in the Contract will be allowed unless the extra work or change has been authorized in writing by the Owner, or its duly authorized representative, and the price therefore is stated in such written authority.

Adjustments, if any, in the amounts to be paid the Contractor where such adjustments are made by reason of additions to or deductions from the quantities of units or items bid upon in the proposal schedules, shall be paid for in accordance with the provisions of the Specifications, at the unit and/or lump sum prices bid in such proposal schedules.

Adjustments, if any, in the amounts to be paid the Contractor where such adjustments are made by reason of additions of items not appearing in the proposal schedules, or addition of work of such a nature that unit and/or lumps sum prices contained in the proposal schedules cannot reasonably or equitably be applied to provide proper payment therefore, the payment to the Contractor for such work shall be determined by one or more of the following methods:

(a) By an acceptable lump sum proposal from the Contractor.

(b) By unit prices contained in the Contractor's proposal and incorporated in the Contract or fixed by subsequent agreement between the Owner and the Contractor.

(c) By a cost method pursuant to which the Contractor shall be paid the costs of the change or addition. He shall be required to keep and present in such form as the Owner may direct, a correct account of the cost of the change or addition, together with all vouchers therefore. The cost may include an allowance for overhead and profit not to exceed fifteen percent (15%) of the net cost.

In computing the cost, there shall be considered reasonable and proper net expenditures for labor, materials, power tools and equipment, pro rata charges for foremen, deductions for social security, old age and unemployment benefits and workmen's compensation insurance and surety bond premium. In computing cost of machinery and equipment involved in additional work, the amount to be paid shall be not more than one hundred percent (100%) of the latest schedule of "Equipment Ownership Expense" adopted by Associated General Contractors of America. No overhead and profit shall be allowed on the deductions for Social Security, old age and unemployment benefits. All other expenditures shall be treated as overhead costs.

No extra work shall be performed or change made unless in pursuance of a written order from the Owner stating that the extra work or change is authorized and no claim for an addition to the Contract sum shall be valid unless so ordered; provided, however, that nothing in this Article shall excuse the Contractor from proceeding with the prosecution of the work so changed.

The Contractor shall, when required by the Owner, furnish an itemized breakdown of the quantities and prices used in computing the value of any change, addition or deduction that might be ordered.

If the Contractor should claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation obligated or may obligate the Owner to pay additional compensation to the Contract, or constitutes a waiver of any provision in the Contract, he shall notify the Owner in writing of such claim within ten (10) days from the date he has actual or constructive notice of the factual basis supporting the claim. The Contractor's failure to notify the Owner within such ten (10) days period shall be deemed a waiver and relinquishment of any such claim against the Owner. The procedure for consideration of such claims shall be as stated in this Article.

9. ASSIGNMENT OF CONTRACT

The Contractor shall not assign this Contract or any part thereof, nor any monies due or to become due thereunder without the prior written consent of the Owner. No assignment of this Contract shall be valid unless it shall contain a provision that the funds to be paid to the assignee under the assignment are subject to a prior lien for services rendered or material supplied for performance of the work called for under this Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

10. SUBCONTRACTORS

Specialty subcontractors may be utilized for the performance of such parts of the work under this Contract as, under normal practices, are performed by Specialty subcontractors, unless the Owner determines that the Contractor has heretofore customarily performed such specialty work with his own organization and is equipped to do so, or unless the Owner determines that performance of the specialty work by Specialty subcontractors will result in increased costs or inordinate delays.

The Contractor shall not subcontract any work to be performed or any materials to be furnished in the performance of this Contract without the prior written consent of the Owner. If the Contractor shall subcontract any part of this Contract, the Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractor and of the persons either directly or indirectly employed by the subcontractor as he is for the acts and omissions of persons directly employed by himself. Nothing contained in this Contract shall create any Contractual relations between any subcontractor and the Owner. The Contractor shall ensure that the sub contractor has the insurance coverage required by this contract.

The Owner's consent to or approval of any subcontract under this Contract shall not in any way relieve the Contractor of his obligations under this Contract and no such consent or approval shall be deemed to waive any provisions of this Contract.

11. SUSPENSION OF WORK

Pending settlement of disputes on any point of controversy, the Engineer may suspend action on all or any part of the work. The Contractor shall not be entitled to any claim for loss or damage by reason of such, nor shall he be entitled to extension of time, although such extension of time may be granted by the Engineer if he deems it in the interest of the work.

12. RIGHT OF OWNER TO TERMINATE CONTRACT

If, in the opinion of the Engineer, the Contractor shall be improperly performing the work under this Contract, or shall neglect or refuse to take out or rebuild such work as shall have been rejected by the Engineer as being defective or unsuitable, or if, any time, the Engineer shall be of the opinion that the work is unnecessarily delayed and will not be finished within the prescribed time, or if the Contractor shall abandon the work, or shall neglect or refuse to comply with the instructions of the Engineer relative thereto, or shall fail in any manner to comply with the Specifications or Stipulations herein contained, the Engineer shall notify the Contractor to that effect in writing, and if the Contractor shall not within five (5) days thereafter take such measures as will, in the judgment of the Engineer, insure the satisfactory performance or construction of the work, the City may annul and cancel the Contract, in which event it shall notify the Contractor to discontinue all work under this Contract, and the Contractor shall immediately respect such notice and stop work and cease to have any rights to the possession of the ground and shall forfeit his Contract. Such annulment shall not entitle the Contractor to any claim for damages on account thereof, nor shall it affect the right of the City of Midland to recover damages on account of such failure. The City Council may thereupon advertise and re-let a new Contract for the uncompleted work without further ordinance, in the same manner as was followed in the letting of this Contract, and any excess of cost arising there from over and above what would have resulted from the prices set forth in this Contract will be charged against the Contractor and his surety or sureties hereto, who shall be liable therefore.

13. RIGHT OF CONTRACTOR TO TERMINATE CONTRACT

If the work should be stopped under an order of any court or other public authority for a period of three (3) months, through no act or fault of the Contractor or of anyone employed by him, or if the City should fail to make payment to the Contractor within thirty (30) days after such payment is due, as set out in the Contract, then the Contractor may, upon seven (7) days written notice to the City and the Engineer, stop work or terminate his Contract and recover from the City payment for all work executed and for any loss sustained upon any plant or materials and reasonable profit and damages.

14. INCIDENTAL WORK

Any and all minor details of the work not specifically mentioned in the Specifications but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of and included with the work for which the prices are named in the Contract Documents. The Contractor will not be entitled to any extra or additional compensation therefore, unless specifically stated otherwise.

15. PERMITS – COMPLIANCE WITH LAW

The Contractor shall, at his expense, obtain all permits and licenses necessary for the performance of this Contract, and give all necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations governing the Contractor's performance of the Contract.

Portions of this contract qualify for exemption pursuant to the provisions of the Texas Limited Sales, Excise and Use Tax Act. The Contractor shall obtain a sales tax exemption certificate from the City. All labor performed on the project and all materials incorporated into the project qualify for such tax exemption. However, equipment and parts for equipment purchased to be used on the project, but are not incorporated into the project; do not qualify for said tax exemption. Contractor shall issue a resale certificate in lieu of paying such sales tax for all

materials incorporated into the project. Further Contractor shall separate the charges for materials incorporated into the project from the charges for labor.

16. INSPECTION BY OWNER

The Owner and its representatives shall at all times have access to all parts of the work and to the shops wherein the work is in preparation for the purpose of inspection, and the Contractor shall at all times maintain proper facilities and provide safe access for such inspection.

The Owner shall have the right to reject materials and workmanship which are defective, or to require their correction. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the premises without charge to the Owner. If the Contractor does not correct such rejected work within a reasonable time, fixed by written notice, the Owner may correct same and charge the expense to the Contractor. No inspector shall have the power to waive the obligation resting upon the Contractor to furnish good material or do work as herein prescribed, and any failure or omission of any inspector or the Engineer to condemn any defective material or work shall not release the Contractor from the obligation to at once tear out, remove and properly rebuild the same at any time upon discovery of the defect and upon receipt of notice of the Engineer to do so.

Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire work to make an examination of work already completed by removing or tearing out any portion thereof, the Contractor shall on request promptly furnish all necessary facilities, labor and materials. If such work is found to be defective in any respect due to the fault of the Contractor or his subcontractor, he shall defray all the expenses of such examinations and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the additional cost of labor and materials necessarily involved in such examination and replacement, plus fifteen percent (15%) for overhead and profit, shall be allowed the Contractor.

Where the Specifications require work to be specifically tested or approved, it shall not be tested or covered up without timely notice to the Owner of its readiness for inspection and without the approval or consent thereto by the Owner. Should any such work be covered up without such notice, approval or consent, it must, if required by the Owner, be uncovered for examination at the Contractor's expense.

17. PATENTS

The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including all costs and legal expenses, for or on account of, any patented or unpatented invention, process, article or appliance, manufactured for or used in the performance of the Contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract.

18. MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts of neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or subcontractor by agreement or arbitration, if such other Contractor or subcontractor will so settle. If such other Contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

The Contractor must ascertain to his own satisfaction the scope of the project and the nature of any other Contracts that have been or may be awarded by the Owner in the prosecution of the project to the end that the Contractor may perform this Contract in the light of such other Contract, if any.

Nothing herein contained shall be interpreted as granting the Contractor exclusive occupancy of the site of the project. The Contractor shall not cause any unnecessary hindrance or delay to any other Contractor working on the project. If the performance of any Contract for the project is likely to be interfered with by the simultaneous execution of some other Contract or Contracts, the Owner shall decide which Contractor shall cease work temporarily and which shall continue, or whether the work under the Contracts can be coordinated so that the Contractors may proceed simultaneously. The Owner shall not be responsible for any damages suffered or extra costs incurred by the Contractor, resulting directly or indirectly from the award or performance or attempted performance of any other Contract or Contracts on the project, or caused by any decision or omission of the Owner respective to the order of precedence in the performance of Contracts.

19. NOTICE AND SERVICE THEREOF

Any notice from one party to another under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner; namely, if the notice is given to the Owner, (a) by personal delivery thereof to the individual duly authorized to direct and supervise the project of the Owner, or (b) by depositing the same in the United States Mail, enclosed in a sealed envelope, addressed to the City of Midland, 300 North Loraine Street, Midland, Texas, 79701, postage prepaid and certified; or if the notice is given to the contractor (a) by personal delivery thereof to the project superintendent or other person authorized to act for the contractor, or (b) by depositing the same in the United States Mail, enclosed in a sealed envelope, addressed to the Contractor at his regular place of business or at such other address as may have been established for the conduct of the work under this Contract, postage prepaid and certified; or (c) if the notice is given to the Surety or any other person by personal delivery to such Surety or other person, or by depositing the same in the United States Mail, enclosed in a sealed envelope addressed to such Surety or other person, at the address of such surety or other person last communicated by him to the party giving the notice, postage prepaid and certified.

20. QUALITY OF MATERIALS AND WORKMANSHIP

It is the intention of this Contract to have only first class materials and the best workmanship throughout, and the methods and appliances adopted by the Contractor must be such as will secure a satisfactory quality of work and will enable him to complete the work in the time agreed upon. If at any time such methods and appliances appear inadequate, the Engineer may order the Contractor to improve their character or increase their efficiency, and the Contractor must conform to such order; but the failure of the Engineer to order such improvement of methods or increase of efficiency will not relieve the Contractor from his obligations to perform good work or finish it in the time agreed upon. The Contractor shall submit samples or specimens of any and all materials proposed to be used in the work when required to do so by the Engineer. All materials must be of specified quality and fully equal to approved samples. All work must be done and completed in a thorough and workmanlike manner. All materials furnished and all work done must be satisfactory to the Engineer and will be subject to rigid inspection, and if not in accordance with the Specifications in the opinion of the Engineer, shall be made to conform thereto.

It is understood that except as otherwise specifically stated in the Contract, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence of temporary

construction of every nature, and all other services and facilities required for the completion of the Contract within the specified time.

21. SPECIAL METHODS

The Engineer may consent to special methods for carrying out the work in difficult cases, but the Contractor will not be relieved of responsibility for the result. The Contractor shall be responsible for the result of all work performed by him whether directed by the Engineer or not.

22. REMOVAL OR REPLACEMENT OF WORK DONE WITHOUT LINES OR GRADES

Any work done without lines or grades given by the Engineer or under his direction or without the supervision of an inspector, may be ordered removed and replaced by the Engineer at the Contractor's expense.

23. COVERING WORK

No work shall be covered until it has been examined and approved by the Engineer.

24. UNFAVORABLE WEATHER

During unfavorable weather and other adverse conditions, only such portions of the work may be done which will not be damaged thereby, unless by special means or precautions approved by the Engineer.

25. ALL WORK SUBJECT TO FINAL INSPECTION

Failure to neglect on the part of the Engineer or his inspectors to condemn or reject bad or inferior work or materials shall not be construed to imply his acceptance of such work or materials if it becomes evident at any time prior to the final acceptance of the work and the release of the Contractor.

26. PUBLIC CONVENIENCE

When materials for construction are brought on the work site they shall be neatly piled so as to cause as little obstruction to travel as possible, and so that they may be conveniently inspected.

No material or other obstruction shall be placed within five (5) feet of fire hydrants, which must at all times be readily accessible to the fire department, nor shall any material be piled within two (2) feet of any trees.

The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of the Contract and shall be responsible for the proper care and protection of all materials delivered and work performed until completion, and final acceptance by the Owner.

The Contractor shall provide such heat, covering and enclosures as are necessary to protect all work and materials against damage by weather conditions.

The Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavement, utilities, adjoining property, and structures, and avoid damage thereto, and he shall at his own expense completely repair any damage thereto caused by his operations.

If required by the Engineer, the Contractor shall shore up, brace, underpin, and protect as may be necessary, all foundations, and other parts of all existing structures adjacent and adjoining the site of the Project, which are in any way affected by the excavations or other operations connected with the completion of the work under this Contract. Whenever any notice is required to be given by the Owner or the Contractor to any adjoining or adjacent landowner or other party before commencement of any work under this Contract, such notice shall be given by the Contractor. The Contractor shall indemnify the Owner and save it harmless from any damages on account of settlement or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Owner may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

During the progress of the work the convenience of the public and of the residents along streets must be provided as far as practicable. Convenient access to driveways, houses and buildings along streets must be maintained whenever possible.

Temporary approaches and crossings of streets and sidewalks must be provided and kept in good condition whenever practicable.

The Contractor shall provide and maintain such fences, barriers, "Street Closed" signs, red lights and watchmen as may be necessary to prevent avoidable accidents to residents and to the public.

The Contractor alone shall be held responsible for all injuries to persons, and for all damages to property of the City or others, caused by or resulting from the negligence of himself, his employees or agents during the progress of or connected with the prosecution of the work, whether within the limits of the work or elsewhere. He must restore all injured public or private property to a condition as good as it was when he entered upon the work, purchasing new materials to replace all that which is injured or destroyed during the course of the work.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorization from the Owner is authorized to act at his discretion to prevent such threatened loss or injury and he shall so act.

27. TRAFFIC CONTROL

It is the policy of the City of Midland to keep at least two travel lanes open to traffic at all times and where possible to have three travel lanes between 7:30 a.m. and 9:00 a.m. and 4 p.m. and 6 p.m. (Two (2) lanes in the direction of peak travel).

At least 48 hours before beginning work the contractor shall present a traffic control and/or barricade plan prepared as per the approved Barricading Standards to the Traffic Engineering Division for review and approval. When approved and barricades are in place, they shall be inspected by the Traffic Engineering Division prior to beginning work.

Traffic control signs, such as stop signs, yield signs, etc., are placed in various intersections for the safety and protection of the traveling public. The contractor shall not move, alter or damage said signs for any reason. If said signs must be removed for construction purposes, contractor shall notify the City of Midland, Traffic Division Operations Superintendent at least 48 hours (not including weekends) before construction activities are scheduled to begin. All construction barricading, warning signs, and other construction traffic control devices shall be in place and shall be in accordance with the Texas Manual on Uniform Traffic Control Devices and approved Barricading Standards included in plans before traffic signs can be removed. The contractor shall notify the Traffic Division Operations Superintendent at least 72 hours (not including weekends) before

scheduled removal of construction barricades, warning signs, and traffic control devices. But in all cases the contractor shall not remove said barricades, warning signs, and traffic control devices until the City of Midland's Traffic Department has replaced stop signs, yield signs, etc., in their proper location. The Contractor shall notify Traffic Engineering Division at least 24 hours in advance of any Traffic Signal modification due to construction (i.e. eliminating left turn phases). Notice shall also be given to the Traffic Engineering Division at least 24 hours prior to removing barricades at signalized intersections.

28. PROTECTION OF NEW WORK

All new work shall be carefully protected by the Contractor, and any work injured from any cause before the completion of the whole project must be rebuilt by the Contractor at his own expense.

29. MONUMENTS OR STAKES

The Contractor must carefully protect from disturbance or injury all monuments, stakes and bench marks, of City County, State or Federal Government and shall not excavate nearer than five (5) feet to any of them without the permission of the Engineer, or until they have been removed, witnessed or otherwise disposed of by the Engineer.

30. USE OF COMPLETED PORTIONS

The City shall have the right to take possession of and use any completed or partially completed portions of the work notwithstanding the time for completing the entire work on such portions may not have expired; but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of, or delays the work, the Contractor shall be entitled to such extra compensation or extension of time, or both as the Engineer may determine.

The Owner, in taking possession of completed portions, shall agree to accept the decision of the Engineer on matters relating to responsibility for damages that may occur to any portions of the work during the period of possession preceding acceptance and final payment.

31. USE OF PREMISES

The Contractor shall confine his apparatus, storage of materials and construction operations to such limits as may be directed by the Owner, and shall not unreasonably encumber the premises with his materials.

The Contractor shall enforce any instructions of the Owner regarding advertising, fires, danger signals, barricades and smoking, and shall require all persons employed on the work to comply with all building, post or institutional regulations while on the premises.

32. SAFETY RESTRICTIONS

The following procedures will be followed regarding the subject item on this contract:

A warning sign painted yellow with black letters that are legible at twelve feet shall be placed inside and outside vehicles such as cranes, cranes, derricks, power shovels, drilling rigs, pile drivers, hoisting equipment or similar apparatus. The warning sign shall read as follows:

"WARNING - UNLAWFUL TO OPERATE THIS EQUIPMENT WITHIN SIX FEET OF HIGH VOLTAGE LINES."

Equipment that may be operated within ten feet of high voltage lines shall have an insulating cage type of guard about the boom or arm, except back hoes or dippers, and insulator links on the lift hook connections.

When necessary to work within six feet of high voltage electric lines, notification shall be given to the power company who will erect temporary mechanical barriers, de – energize the line, or raise or lower the line. The notifying department

The Contractor is required to make arrangements with the Power Company for the temporary relocation or raising of high voltage lines at the Contractor's sole cost and expense.

No person shall work within six feet of high voltage line without precautions having been taken and protection provided as outlined in Paragraph (3) above.

33. INSURANCE REQUIREMENTS AND WORKERS COMPENSATION

INSURANCE REQUIREMENTS

Contractor shall at all times during the term of this Contract maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):	
— Personal Injury:	$1,000,000.00 per person
	$1,000,000.00 per occurrence
— Property Damage:	$500,000.00 per occurrence
Business Automobile Liability:	$250,000.00 combined single limit -
	Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$500,000.00 per accident or occurrence

The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on an occurrence basis. This insurance shall name the City as an additional insured and waive subrogation in favor of the City.

The Business Automobile Liability insurance provided by Contractor shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the

work that is the subject of this Contract. This insurance shall name the City as an additional insured and waive subrogation in favor of the City.

The Workers' Compensation coverage provided by Contractor shall inure to the benefit of employees injured during the course and scope of their employment by Contractor pursuant to this Contract. The Workers' Compensation shall waive all rights of subrogation in favor of the City.

All insurance required pursuant to this Contract shall provide for a waiver of subrogation in favor of the City. All insurance required pursuant to this Contract, except for Workers' Compensation Insurance, shall name the City as an additional insured on a claims occurred basis. City shall be provided the notice by Contractor's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

Contractor shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Contract to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of the City of Midland and policies that name the City of Midland as an additional insured on a claims occurred basis (except workers' compensation).

The parties agree that, prior to the execution of the Contract, Contractor shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of the City. The City shall not be required to provide any insurance whatsoever pursuant to this Contract.

The Contractor certifies that the certificate of insurance provided as required herein complies with the requirements of Senate Bill 425, passed during the 82nd regular session of the Texas Legislature, and effective January 1, 2012. The Contractor shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of the Contractor.

34. INDEMNIFICATION

INDEMNITY: THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE OWNER AND ALL OF THE OWNER'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF THE CONTRACTOR, THEIR AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS

CONTRACT, AND CONTRACTOR WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE OWNER OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND THE OWNER AND ALL OF THE OWNER'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSES OF ANY CHARACTER WHATSOEVER INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF THE OWNER, THE OWNER'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH THE CONTRACTOR OR THE CONTRACTOR'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND CONTRACTOR WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE OWNER OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

THE CONTRACTOR AGREES THAT HE WILL INDEMNIFY AND SAVE THE OWNER HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES, INCLUDING COMMISSARY INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN OWNER SO DESIRES, THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. THE CONTRACTOR, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS THE OWNER AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF THE CONTRACTOR OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE OWNER OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES.

35. RELEASE

NOTWITHSTANDING ANY OTHER PROVISION, CONTRACTOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES OWNER, OWNER'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH CONTRACTOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR OWNER'S NEGLIGENCE.

36. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the Owner; that Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondent superior shall not apply as between Owner and Contractor, its officers, agents, employees, contractors and subcontractors; and

that nothing herein shall be construed as creating a partnership or joint enterprise between Owner and Contractor. No person performing any of the work and services described hereunder by Contractor shall be considered an officer, agent, servant or employee of the Owner. Further, it is specifically understood and agreed that nothing in this Contract is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Contractor shall be an independent contractor under this Contract and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. The Owner does not have the power to direct the order in which the work is done. The Owner shall not have the right to control the means, methods or details of the Contractor's work. Contractor shall assume exclusive responsibility for the work. Contractor is entirely free to do the work in its own way.

37. QUALIFICATIONS FOR EMPLOYMENT

Preference shall be given to qualified local residents in the employment of laborers and mechanics for work on the Project under this Contract. No person under the age of sixteen (16) years shall be employed on the project under this Contract. No person whose age or physical condition is such as to make his employment dangerous to his health or safety or to the health or safety of others shall be employed on the Project under this Contract: Provided, that this shall not operate against the employment of physically handicapped persons, otherwise employable, where such persons may be safely assigned to work which they can ably perform. No person currently serving sentence in a penal or correctional institution and no inmate of an institution for mentally defective shall be employed on the project under this contract.

38. PAYROLLS OF CONTRACTOR AND SUBCONTRACTORS

The Contractor and each of his subcontractors shall prepare payrolls for the workers on the Project. Not later than the seventh (7th) day following the payment of wages, the Contractor shall transmit to the Owner, if requested, a certified legible copy and two confirmed copies of such payroll.

Such copies of payrolls shall be accompanied by substantial proof that all bills for services rendered and materials supplied have been duly paid and by such other data as the Owner may require.

39. POSTING WAGE RATES

The Contractor shall post at appropriate conspicuous points at the site of the Project a schedule showing the wage rates for the various classes of laborers and mechanics to be engaged in work on the Project under this Contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

40. PAYMENT OF EMPLOYEES

The Contractor shall post at appropriate conspicuous points at the site of the Project a schedule showing the wage rates for the various classes of laborers and mechanics to be engaged in work on the Project under this Contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

41. WAGE UNDERPAYMENT AND ADJUSTMENTS

The Contractor agrees that, in case of underpayment of wages to any worker on the project under this Contract by the Contractor or any subcontractor, the Owner shall withhold from the Contractor out of payments due, an amount sufficient to pay such worker the difference between the wages required to be paid under this Contract and the wages actually paid such worker for the total number of hours worked and that the Owner may disburse such amount so withheld by it for and on account of the Contractor to the employee to whom such amount is due. The Contractor further agrees that the amounts to be withheld pursuant to this Article may be in addition to other amounts that may be retained by the Owner pursuant to other provisions of this Contract.

42. COMPUTATION OF WAGES ON 8 – HOUR DAY

The wages of each laborer and mechanic engaged in work on the project under this Contract shall be computed on a basis of eight (8) hours per day, eight (8) hours continuous employment except for lunch periods, constituting a day's work.

Legal holiday work shall be paid for at the regular governing per diem wage rates.

Work in excess of 40 hours per week shall be paid for at 1 ½ times the basic rate of pay.

43. OVERTIME WORK AND WORK ON SUNDAYS AND LEGAL HOLIDAYS

The Contractor will not be permitted to work on Sundays or legal holidays except in an emergency and then only upon written permission of the Engineer.

Any work necessary to be performed after regular working hours and when permitted on Sundays or legal holidays, shall be performed without additional expense to the Owner.

No work on any Contract item will be permitted before daylight or later than one hour after sundown.

44. CONTRACT SECURITY

The Contractor shall furnish a performance bond and payment bond in an amount equal to one hundred percent (l00%) of the amount of the Contract as security for the faithful performance of the Contract, including the payment of all persons performing labor on the project and furnishing of materials in connection with this Contract. All Bonds must be executed in five (5) original counterparts by a corporate surety authorized to do business in the State of Texas. Bonds executed by individuals or any other than recognized and authorized corporate surety companies will not be acceptable.

45. DELAYS

The Contractor shall receive no compensation for delays or hindrances to the work, except when, in the judgment of the Engineer, direct or unavoidable extra cost to the Contractor is caused by such hindrances or delays. When such extra compensation is claimed, a written statement thereof shall be presented by the Contractor, as provided in Paragraph 18 hereof. Such claim, if found correct, will be approved, and the decision of the Engineer whether extra cost has been incurred and the amount thereof, shall be final. If delays are caused by specific orders to stop work, given by the Engineer, or by the performance of extra work, or by unforeseen causes beyond the control of the Contractor, or by the failure of the Owner to provide materials or necessary instructions for carrying on the work, or to provide the necessary right-of-way or site for installation,

then delay will entitle the Contractor to an equivalent extension of time. Application for extension of time must be approved by the Owner and, shall not release the Sureties from their obligations, which shall remain in full force until the discharge of the Contract.

LATE COMPLETION; LIQUIDATED DAMAGES:

It is hereby understood and mutually agreed, by and between Contractor and the City, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed." Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between Contractor and the City, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

In the event Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the City, then Contractor and Contractor's surety, if any, shall be liable for and does hereby agree, as a part consideration for the awarding of this contract, to pay to the City $500.00, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that Contractor shall be in default after the time stipulated in the contract for completing the work. Further, the City shall have the right to cancel this contract for such delay. In the event the City cancels this contract pursuant to the terms of this section, the City shall pay to Contractor only those monies deemed appropriate by the City, in its sole discretion, to compensate Contractor for any work actually performed, less any liquidated damages Contractor owes the City.

The said amount is fixed and agreed upon by and between Contractor and the City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain, and said amount is agreed to be the amount of damages which the City would sustain and said amount shall be retained from time to time by the City from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that Contractor shall not be charged with liquidated damages or any excess cost when the City determines, in its sole discretion, that Contractor is without fault and Contractor's reasons for the time extension are acceptable to the City. Provided, further, that Contractor shall not be charged with liquidated damages of any excess cost when the delay in completion of the work is due:

a. To any preference, priority or allocation order duly issued by the Government;

b. To unforeseeable cause beyond the control and without the fault or negligence of Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the City, acts of another contractor in the performance of a contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and

c. To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

Provided, further, that Contractor shall, within ten (10) calendar days from the beginning of such delay, unless the City shall, in its sole discretion grant a further period of time prior to the date of final settlement of the contract, notify the City, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify Contractor within a reasonable time of its decision in the matter.

CONTRACTOR AGREES THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES MAY BE RECOVERED BY THE CITY FROM RETAINAGE HELD BY THE CITY. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, CONTRACTOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER ARISING FROM THE CITY WITHHOLDING PAYMENT FROM CONTRACTOR AS LIQUIDATED DAMAGES FOR CONTRACTOR'S FAILURE TO COMPLETE THE WORK WITHIN THE TIME SPECIFIED HEREIN, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.

CONTRACTOR SHALL RECEIVE NO FINANCIAL COMPENSATION FOR DELAY OR HINDRANCE TO THE WORK. IN NO EVENT SHALL THE CITY BE LIABLE TO CONTRACTOR OR ANY SUBCONTRACTOR OR SUPPLIER, ANY OTHER PERSON OR ANY SURETY FOR OR ANY EMPLOYEE OR AGENT OF ANY OF THEM, FOR ANY DAMAGES ARISING OUT OF OR ASSOCIATED WITH ANY DELAY OR HINDRANCE TO THE WORK, REGARDLESS OF THE SOURCE OF THE DELAY OR HINDRANCE, INCLUDING EVENTS OF FORCE MAJEURE, AND EVEN IF SUCH DELAY OR HINDRANCE RESULTS FROM, ARISES OUT OF OR IS DUE, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF THE CITY. CONTRACTOR'S SOLE REMEDY IN ANY SUCH CASE SHALL BE AN EXTENSION OF TIME.

46. ERRORS AND OMISSIONS

The Contractor will not be permitted to take advantage of any error or omission in these specifications. Suitable instructions will be given by the Engineer when such error or omission is discovered.

47. SPECIFICATIONS AND DRAWINGS

The Contractor shall keep on the work a copy of the Specifications and Drawings, and shall at all times give the Engineer access thereto. Any drawings or plans listed in the detailed specifications shall be regarded as part thereof and of the Contract. Anything mentioned in these specifications and not mentioned or shown in the drawings, or shown in the drawings and not mentioned in these specifications, shall be done as though shown or mentioned in both. The Engineer will furnish from time to time, such detailed drawings, plans, profiles and information as he may consider necessary for the Contractor's guidance.

In the event of any discrepancy between the plans and these specifications, the decisions of the Engineer will be decisive thereon. The written dimensions on the plans are to be taken as correct, but the Contractor is required to check carefully all dimensions before beginning work thereon. Should any errors or omissions be discovered, the Engineer's attention shall be called to the same, and the proper corrections made. All notes on the plans shall be carefully observed by the Contractor and are a part of the Contract.

48. CONSTRUCTION STAKING

The Engineer will furnish a complete set of plans and profiles and set control stakes at fifty foot (50') intervals along the entire length of the project and at such control points he deems necessary for proper execution of the work. The Contractor will thereafter be required to lay out the work accurately and furnish at his own expense, all lines, levels, and dimensions necessary to the proper and correct execution of the entire work and be responsible for any errors resulting from his own work.

The Contractor shall give the Engineer at least 36 hours notice in writing before requiring stakes to be set on any new portion of the work, and he shall state clearly in such notice the exact locality or localities where such stakes are needed for immediate use.

The Contractor must satisfy himself, before commencing work, as to the meaning or correctness of all stakes or marks, and no claim will be entertained by the Owner for or on account of any alleged inaccuracies, or for the alterations subsequently rendered necessary on account of such alleged inaccuracies unless the Contractor notifies the Engineer thereof in writing before commencing to work thereon.

The Contractor will at all times conduct the work in such a manner as to prevent damage to construction stakes set by the Engineer. When construction stakes are damaged to such extent that they must be reset, as a result of carelessness or negligence on the part of the Contractor or his workmen, the costs thereof shall be kept by the Engineer and shall be deducted from the moneys due or to become due the Contractor under the terms of his contract.

Benchmark and survey stakes shall be preserved by the Contractor, and in case of their destruction or removal by him or his employees, they will be replaced by the Engineer at the Contractor's expense.

49. SANITATION

The Contractor shall provide suitable drinking water receptacles or containers equipped with dust-tight covers and spigots or faucets. A supply of sanitary paper drinking cups shall be kept on hand for general use near the drinking water containers. The use of common drinking cups or tin cups will not be permitted.

The Contractor shall furnish "Porta-Johns" or other approved sanitary facilities for use by all workers on the Project. Such facilities shall be placed and kept in close proximity of the site where work is being performed. Such facilities shall be properly serviced and maintained.

The Engineer may establish such other sanitary rules and regulations as may seem necessary and desirable to the safe prosecution of the work, such rules and regulations to apply to all forces employed under this Contract, and if, the Contractor fails to observe and enforce these rules, the Engineer may enforce them at the expense of the Contractor.

50. WATER FOR CONSTRUCTION

The Contractor may obtain all water necessary for construction purposes from the Municipal Waterworks System at the regular customer service rate, but the Contractor must make all necessary arrangements with the Director of Utilities for necessary connections and meters. The Contractor must make his own provisions and provide such equipment as is necessary for conveying water from point of service to point of use. No extra compensation will be allowed and the Contractor shall anticipate the expense connected herewith and absorb said expense in the prices bid for the various bid items.

51. SEQUENCE AND SPEED OF WORK

The Engineer shall direct the order and sequence of the work. If at any time before the commencement or during the progress of the work, the materials and appliances used appear to the Engineer as insufficient and improper for securing the quality of work required or the required rate of progress, he may order the Contractor to increase their efficiency or to improve their character and the Contractor shall conform to such order. The

failure of the Engineer to demand any increase of such efficiency or improvement shall not release the Contractor from his obligations to secure the quality of work or the rate of progress specified.

52. INSPECTION AND TESTING OF MATERIAL

The sampling and testing of materials used or proposed to be used in the construction of this project will be made by the Engineer, his designated representative or certified testing laboratory personnel in accordance with methods prescribed by the American Society of Testing Materials and/or the American Association of State Highway Officials, with subsequent approved revisions made prior to the date of the Proposal. The selection of the method of test shall be designated by the Engineer. The Contractor shall bear the cost of all tests required before a material or a method is approved for use on the job, unless the Owner specifically agrees to bear the cost of these tests.

All tests required by the Owner after materials and/or methods have been approved and after they have been incorporated or used in the job will be paid for by the Owner, except if the Owner's tests reveal non-conformance with the specifications, subsequent tests on that part of the work required to determine if the replaced or reworked material meets the specifications, will be paid for by the Contractor. The City will pay only one time for any required testing.

The following is a summary of test required for the approval of materials or methods:

Material	**Test**
Subgrade	Maximum density, optimum moisture
Caliche Base:	Maximum density, optimum moisture, hardness, gradation, liquid limit, plasticity index, Texas Triaxial Classification
Aggregates for hot-mix:	Gradation, unit weight, abrasion, soundness, liquid limit, plasticity index, density
Asphalt, emulsions and tars:	Certified plant test and certificates of compliance with each shipment
Hot- Mix asphaltic concrete:	Design mix, swell test, stripping test
Portland cement concrete pavement:	Design mix with test cylinders

Any materials shipped by the Contractor from the factory prior to having satisfactorily passed such testing and inspection by the Owner's representative or prior to the receipt of notice from said representative that such testing and inspection will not be required, shall not be incorporated in the work.

The Owner may, at its discretion, approve materials and/or methods for use on this project without testing when they are from sources previously tested and approved for City of Midland projects.

53. CONSTRUCTION SCHEDULE

It shall be the responsibility of the Contractor to furnish the Construction Engineer prior to construction a schedule out – lining the anticipated time each phase of construction will begin and be completed, including sufficient time being allowed for clean – up.

54. PROFILES AND ELEVATIONS

Profiles and elevations of the ground are shown on the plans hereto attached. These profiles and elevations are believed to be reasonably correct, but are not guaranteed to be absolutely so, and are represented only as an approximation. Elevations are referred to datum given by the Engineer.

55. CLEANUP

During the progress of the work, the Contractor shall maintain the work area in a reasonably clean and safe condition. Dirt, debris, excess excavation and other objectionable materials shall be removed from the site and disposed of on a daily basis.

After completion of all the work contemplated to be done in accordance with the detailed plans and these specifications, the premises and area along the entire line of the work shall be thoroughly cleaned up and all remaining structural materials, excess or surplus excavation and debris of any nature shall be removed and disposed of in a satisfactory manner and as directed by the Engineer. The site of all work shall appear neat and finished. All portions of the project when completed shall be ready for use or occupancy.

No compensation or payment shall be made for any cleanup work. The price for such cleanup work shall be absorbed in the items covered in the proposal.

56. GUARANTEE

The contractor shall and hereby does guarantee: (1) all work performed by him directly and all work performed by his subcontractors; (2) that all material specified; and (3) that any defect due to improper workmanship or material discovered and made known to him within one year (1) f the date of final acceptance of the improvements shall be repaired, replaced, corrected or otherwise made good by him without additional expense to the Owner. The Contractor shall, in case of work performed by his subcontractors and where guarantees are required, secure guarantees from said subcontractors and deliver copies of same to the Engineer upon completion of the work.

57. WAIVER OF ATTORNEY FEES:

BY EXECUTING THIS CONTRACT, CONTRACTOR AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE OWNER, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE CONTRACT. THE CONTRACTOR SPECIFICALLY AGREES THAT IF THE CONTRACTOR BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET. SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE CONTRACTOR AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH CONTRACTOR MIGHT OTHERWISE BE ENTITLED.

CONTRACTOR AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. THE CONTRACTOR ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE CONTRACT. THE CONTRACTOR FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN

THE OWNER AND THE CONTRACTOR. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

THE CONTRACTOR AND OWNER ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.

58. GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Contract shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Contract or the performance of this Contract shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Contract shall be deemed to have occurred in Midland County, Texas. This Contract shall be governed by, interpreted, enforced and construed under the law of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way that would direct application of the laws of another jurisdiction.

59. SOVEREIGN IMMUNITY

By executing this Contract, the City is not waiving its right of sovereign immunity. The City is retaining its immunity from suit. The City is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

60. NO THIRD – PARTY BENEFICIARY

The City's approval of this contract does not create a third party beneficiary. There is no third party beneficiary to this contract. No person or entity who is not a party to this contract shall have any third party beneficiary or other rights hereunder.

61. NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES

As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this agreement, Contractor or his legal representative, shall give the City Manager or any other reasonable official of the City, notice in writing (consisting of one original and seven copies of notice attached to a copy of this agreement) of such damages, duly verified, within one hundred and twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which the Contractor will settle, the physical and mailing addresses of Contractor at the time and date the claim was presented and the physical and mailing addresses of Contractor for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Contractor relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except the City from any liability whatsoever. The City is under no obligation to provide notice to Contractor that Contractor's notice is insufficient. City reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Contractor's failure to comply with the requirements herein shall perpetually bar Contractor's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if City has actual or constructive notice or knowledge of said claim or alleged damages. Contractor agrees that the requirements of this entire Agreement are reasonable.

62. ASSIGNMENT

Contractor shall not, either directly or indirectly, assign all or any part of this contract or any interest, right or privilege herein, without the prior written consent of the owner. The issue on whether or not to grant consent to an assignment is in the sole discretion of the owner.

63. FEDERAL WAGE REQUIREMENTS

If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Contract, and all terms and requirements under said laws, by such incorporation, are made terms and requirements of this Contract, to which the parties to this Contract have agreed to be bound.

64. PROMPT PAY ACT

The owner and contractor agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

Updated September 2014

SPECIAL PROVISIONS

ATTENTION: All Bidders are directed to pay special attention to the NOTICE TO BIDDERS section of the bid packet. The Coronavirus (COVID-19) pandemic has resulted in several changes to the City of Midland's normal bid process, and bidders have sole responsibility for complying with the current bid process requirements. Bidders also have sole responsibility for verifying that any bid submitted is completed correctly and includes all of the required documentation, including addendums.

1. SCOPE OF WORK:

Included in this Project will be the Sunglo Street Paving Bond Project to be performed as outlined in the Plans and Specifications, which are necessary to satisfactorily complete the work.

The project will include the removal, replacement, and installation of existing and proposed paving and concrete structures and appurtenances including all necessary mobilization, saw-cutting, pavement removal, excavation, embankment, backfill, compaction, form work, pavement placement, joint sealing, as well as erosion control, traffic control, stabilization, utility cover adjustments, coordination with City of Midland staff and organizations such as TxDOT, OSHA, franchise utilities, etc. as needed, One Call (Texas 811) notifications for pending work, notifications to adjacent property owners as directed by City of Midland staff, and all other work to be performed as outlined in the Construction Drawings and Specifications, to satisfactorily complete the work.

The Owner reserves the right to abandon, without obligation to the Contractor, any part of the project, or the entire project, at any time before the Contractor begins any construction work authorized by the Owner.

Standard Specifications for Construction of the City of Midland will govern all construction, except as modified by these Special Provisions.

2. ORDER OF PRECEDENCE:

The Special Provisions take precedence over the General Conditions in this bid packet anywhere these two sections are not in agreement.

The Special Provisions take precedence over the City of Midland Specifications in this bid packet anywhere these two sections are not in agreement.

The Contractor is to bid the quantities in the Proposal section of the bid packet even if there is a discrepancy between the Proposal quantities and those noted or measured in the construction drawing set.

In the construction drawing set any written or noted dimension takes precedence over dimensions measured based on the drawing scale unless otherwise directed by the Engineer.

Any changes or revisions made as part of an Addendum for this project take precedence over the original bid packet and construction drawing set where the documents are in conflict.

3. EXAMINATION OF SITE:

Prospective bidders are to make a careful examination of the entire site of the project and are to make such explorations as may be necessary to determine the subsoil and/or water conditions to be encountered; improvements and obstructions which may be encountered; methods of providing ingress-egress to private as well as public property; methods of handling traffic during construction and maintenance of the entire project as well as any section thereof, protection of all existing structures both above and below ground; and how the plans fit the proposed project and especially if any discrepancies exist.

4. PAYMENT:

Payment and retainage (five percent, 5%) shall be per the General Conditions.

Payment will be made for material installed, not for material delivery.

5. SAFETY REQUIREMENTS:

It is the responsibility of the Contractor to follow and comply at all times with Occupational Safety and Health Administration (OSHA) and all other applicable safety regulations and requirements throughout the course of the project's work.

6. SAFETY RESTRICTIONS – WORK NEAR HIGH VOLTAGE LINES:

The following procedure will be followed regarding the subject item on this contract:

1) A warning sign painted yellow with black letters that are legible at twelve feet shall be placed inside and outside vehicles such as cranes, derricks, power shovels, drilling rigs, pile drivers, hoisting equipment or similar apparatus. The warning sign shall read as follows:

   "**WARNING – UNLAWFUL TO OPERATE THIS EQUIPMENT WITHIN SIX FEET OF HIGH VOLTAGE LINES"**

2) Equipment that may be operated within ten feet of high voltage lines shall have an insulation cage-type of guard about the boom or arm, except back hoes or dippers, and insulator links on the lift hook connections.

3) When necessary to work within six feet of high voltage electric lines, notification shall be given to the power company of who will erect temporary mechanical barriers, de-energize the line, or raise or lower the line. The notifying department shall maintain an accurate log of all such calls to the Power Company, and shall record action taken in each case.

4) The Contractor is required to make arrangements with the Power Company for the temporary relocation or raising of high voltage lines at the Contractor's sole cost and expense.

5) No person shall work within six feet of a high voltage line without protection having been taken as outlined in Paragraph (3).

7. TRAFFIC CONTROL:

All proposed traffic control shall be approved by the City where applicable. All traffic control plans must be submitted to and approved by the Traffic Operations Division no less than two (2) business days prior to starting the construction work. Traffic control for each phase of work must be approved prior to starting that work.

Generic traffic control plans or typical details may be submitted for shoulder work on any class of roadway, or for work on local or collector streets that does not require the closure of any travel lanes (i.e., all lanes are open to traffic on striped roadways, or adequate width remains available for two-way traffic on unstriped roadways). Once a generic traffic control plan or typical detail for a certain type of setup has been approved one time, the Contractor shall only be responsible for notifying the Traffic Operations Division of the location, type of setup, and dates on which they intend to utilize the pre-approved traffic control for the duration of the contract. No additional plan submittals will be required in these cases, except that the City reserves the right to suspend this exception at its discretion. For any work not fitting the above exception, or in the event that the exception is suspended by the City, a site-specific traffic control plan will be required for each work location and time period.

1. All temporary traffic control shall be in general conformance with the *Texas Manual on Uniform Traffic Control Devices* (TMUTCD) (latest edition as adopted by the Texas Department of Transportation), except as specifically directed by the City Engineer or City Traffic Engineer.
2. All temporary traffic control shall be designed, installed, and maintained by competent and qualified personnel with adequate experience in traffic control.
3. All temporary traffic control involving multiple lane closures or traffic shifts, full closures of collector or arterial streets, traffic control extending through a railroad crossing, or any setup reasonably determined by the City to be "complex", shall be implemented only by a contractor with specific experience and expertise in the field of traffic control (i.e., a qualified "barricade company").
4. A Traffic Control Plan (TCP) shall be submitted to the Engineering Services Department, Traffic Operations Division, in advance of any work in the right-of-way that impacts traffic. No work shall occur until an approved TCP has been returned to the Contractor.
5. A copy of the approved TCP shall be kept in the possession of the person responsible for supervising the traffic control at all times while working in the right-of-way. The approved TCP shall be presented to City staff or law enforcement upon demand at any time.
6. Depending on site conditions and the nature of the work, temporary traffic control may be approved by the City for either of the following:
    a. All Times – All traffic control, including closures, may remain in place 24 hours per day until expiration of the approved TCP.
    b. Off-Peak Only – Lane or road closures are NOT permitted from 6:00-9:00 AM and 4:00-7:00 PM on weekdays (Monday through Friday). Other traffic control not related to lane or road closures may remain in place 24 hours per day until expiration of the approved TCP.
7. The contractor setting the temporary traffic control shall be responsible for the maintenance and upkeep of all signs, barricades, and other devices, at all times.
    a. All temporary traffic control setups shall be maintained at least one time per day, including weekends and holidays.
    b. More frequent maintenance shall be performed as needed, with particular emphasis to following up after severe weather events or during times of high winds.
    c. Maintenance shall include:
        i. Verifying and correcting the location and orientation of all signs, barricades, and other devices;
        ii. Keeping signs and reflective areas of barricades and other devices clean and free of dirt buildup so as to maintain appropriate visibility and legibility; and

iii. Ensuring the proper location, orientation, and operation of arrow boards or message boards, if present.

8. Arrow boards shall be required for lane closures under the following conditions:
    a. On roadways with a posted speed limit of 55 MPH or greater, for closures lasting more than one (1) hour;
    b. On roadways with a posted speed limit of 45 MPH or greater, for closures lasting more than four (4) hours;
    c. On any roadway if lanes will remain open to traffic travelling in the same direction on both sides of a closed lane during any overnight hours (from 7:00 PM to 6:00 AM); and

At other times as shown on the approved TCP, or as otherwise directed by the City.

8. DETOURS:

The Contractor is to prosecute his work in such a manner as to create a minimum of interruption to traffic and pedestrian facilities and to the flow of vehicular and pedestrian traffic within the project area.

9. PROPERTY AND RIGHT-OF-WAY ACCESS:

Access to adjacent property must be maintained at all times unless otherwise directed by the Engineer. If the contractor will not be working in an area for a period of one week or more, special care is to be taken to address any unsafe conditions such as excavated areas or obstructions outside the worked area that could be tripping hazards, etc.

10. CONSTRUCTION SCHEDULE:

It is the responsibility of the Contractor to furnish the Construction Engineer, prior to construction, with a schedule outlining the anticipated time each phase of construction will begin and be completed, including sufficient time being allowed for clean-up.

11. CONSTRUCTION STAKING:

It is the responsibility of the Contractor to provide the project construction staking at fifty foot (50’) intervals along the entire length of the project as well as at such control points as the Contractor deems necessary for proper execution of the work. Construction staking is to include grading and cuts as well as horizontal alignments and construction control points. Cut sheets are to be provided to the Engineer by the Contractor for review and approval.

12. SURVEY:

The Contractor is to provide GPS survey shots for all meters replaced to the City of Midland with each completed work order submittal. Survey data is to be shot in Texas Central Zone with 1983 NAD at 1.0' accuracy or better. Survey data is to be provided in Excel csv. file format with all rounding functions turned off.

13. CONSTRUCTION MATERIALS:

The Contractor is to only provide new materials for permanent installation in any and all parts of this project, and all such materials must comply with the General Conditions, the Bid Packet Specifications, and all applicable City of Midland Standards and Specifications.

For this project, the Standard Specification is hereby amended to read:

> Qualifications of Material Sources – Contractor is only to use pavement mixtures that have a proven record of acceptance by the City of Midland, or another Texas municipality, or have a proven record of meeting similar standards for state highway projects.

Concrete is only to be placed when the ambient temperature is between 40 degrees and 95 degrees Fahrenheit and the ambient temperature in the shade is higher than 40 degrees Fahrenheit or is 40 degrees Fahrenheit and rising.

All concrete pavement joints are to be sealed with Texas Department of Transportation (TxDOT) DMS-6310 SL-2 sealant, an American Society for Testing and Materials (ASTM) D 1190 Hot-Applied Single Component Joint Sealant, or a City of Midland approved equal. This will not apply to curb or sidewalk joints.

No construction materials are to be placed or installed during rain events unless they are necessary to resolve an emergency situation or to facilitate the project site erosion control measures.

14. EROSION CONTROL:

Erosion control is the responsibility of the Contractor and erosion control measures are to be implemented so as to prevent sediment erosion from wind, rain, and other elements from the project site. Should the Owner feel that supplementary erosion control measures are required in addition to those implemented by the Contractor then the Contractor will include additional erosion control measures within reason to the Owner's satisfaction and/or TCEQ requirements.

Reasonable erosion control measures include but are not limited to: construction entrance(s), concrete washout(s), perimeter silt fence or fiber wattle, rock rip-rap dams for concentrated runoff control, gutter and inlet protection measures such as sand bags, and stabilization of the construction area surfaces when construction work is not actively occurring by means of vegetative cover or seeded erosion control blankets.

Supplemental erosion control measures are ancillary to the project and not paid as a separate item, unless otherwise noted in the Proposal or Pay Notes.

Site cleanup work is to be done for this project as soon as possible as per the General Conditions and will be ancillary to the project and not paid as a separate item, unless otherwise noted in the Proposal or Pay Notes. Site cleanup is to take place throughout the project's construction as needed to maintain a clean and professional looking work area. No more than three calendar days are to elapse after completion of construction before the final roadway and right-of-way cleanup has been completed to the satisfaction of the Engineer.

15. WASTE MATERIAL:

Excess material from excavation and other construction or demolition activity will become the property of the Contractor unless otherwise noted in the bid packet or construction drawing set. Excess excavation will be disposed of at locations secured by the Contractor and if necessary, approved by the Engineer. No material is to be placed on private property or City property without the approval of the Engineer and the property owner.

Removal of excess material, excavation, and waste material are ancillary to the project and not paid as a separate item, unless otherwise noted in the Proposal or Pay Notes.

Excess concrete material must be washed out in a concrete washout within the project's job site area, or else any and all other concrete material washout must occur away from the job site area in the Contractor's or concrete Supplier's own operation yards or properties. Under no circumstances are concrete trucks allowed to washout in any job site excavations, channels, public right-of-way, or on private property.

Existing fire hydrants indicated for removal as part of the project are to be returned to the City of Midland by the Contractor and remain City property. This is ancillary to the project and will not be paid as a separate item.

16. TESTING:

It is the Contractor's responsibility to perform all required testing for any and all materials and workmanship performed or installed as part of the project's work. The cost of all such testing is to be borne solely by the Contractor unless required by the Engineer for work or materials that had previously been tested and approved and had not experienced any change in condition since that time as a result of the Contractor's work or actions; or unless additional testing outside of the project scope is performed at the request of the Engineer.

Required testing includes:

Concrete Pavement – A Slump Test is required for every cylinder set (3 test cylinders), and no less than 1 cylinder set per day when concrete is placed. Test results are to be given to the engineer upon completion of each test, with 1 cylinder set for:

A. Every 50 cubic yards of concrete placed for concrete pavement between street intersections.

B. Every 50 cubic yards of concrete placed for concrete pavement at a street intersection.

C. Every 2 sets of fillets and valley gutters at street approaches. (1 set = 2 fillets and 1 valley gutter)

D. Every 4 alley approaches or driveway approaches.

E. There will be no testing for curb, ramps, and sidewalks.

Asphalt Hot-Mix Pavement – A Nuclear Gauge Density Test is required for either each day that asphalt hot-mix is placed or for every 250 linear feet of asphalt hot-mix pass, whichever results in more frequent testing. The laboratory density limits will be a minimum limit of 96%, a maximum limit of 98%, and an optimum limit of 97%. The acceptable field density range for construction of this project is 93% - 98% with a target density of 95%. Test results are to be given to the Engineer upon completion of each test.

17. COMPLIANCE:

The said Contractor further agrees to comply with all applicable provisions of the laws and building and construction codes of the City of Midland and the State of Texas, and with any regulations for the protection of workers which may be promulgated by the Government, and will protect such work with all necessary lights, barriers, safeguards, and warnings as provided for in said specifications and the Ordinance regulations.

18. PERSONNEL:

It is the Contractor's responsibility to have a supervising representative of the Contractor on the construction site any time that construction work is taking place. The Contractor's representative must be on the Contractor's direct payroll. Sub-contractors or paid consultants will not satisfy this requirement.

It is also the Contractor's responsibility to provide the City with a reliable contact for issue escalation coordination. Such contacts would include the Contractor's site foreman, the Contractor's construction project manager, etc.

19. INTENT OF THE PROPOSAL:

The intent of the proposal is to determine the lowest responsible bidder based on the total of the quantities and unit prices. Once the lowest responsible bidder is selected, the project will be awarded based on the terms and requirements of the contract outlined in the bid packet and construction drawings.

20. CONTRACT DEADLINE:

The deadline for substantial completion of this project is ___180____ calendar days total starting from the Notice to Proceed date.

Extensions of the project deadline may be requested by the Contractor for documented excepting conditions such as weather days, delays due to conflicts with existing franchise lines, etc. which are reasonably beyond the Contractor's control. Any and all deadline extensions must be submitted by the Contractor in writing to Engineer for review, and the approval or denial of the request rests solely with the Engineer.

Unless specifically granted in writing by the Engineer, there will be no suspension of project time between phases of construction.

21. WARRANTY PERIOD:

There is a one (1) year calendar warranty period on this project for all work performed or materials installed effective immediately upon acceptance of the improvements by the Owner. The warranty period will be based on the acceptance date of the project as a whole, and not any individual phases of the project.

22. BID PACKET COMPLETION ITEMS OF NOTE:

Bidders must be willing to sign the Contract as is if a bid is submitted. Revisions, alterations, deletions, additions, or any other changes of any kind by the bidder to the bid packet or other bid documents (such as the construction drawing set, addendums, etc.) will result in the bid submittal being deemed 'Non-Responsive' and the bid will not be accepted.

Bidders are reminded to make sure that the Conflict of Interest forms are completed if applicable before submitting a bid.

All bid items in the Proposal section must be completed for a bid submittal to be considered complete. Any bid item left blank or that the bidder indicates they chose to not provide a bid for will be considered incomplete, and the entire bid submittal will also be deemed incomplete, the bid submittal will be deemed 'Non-Responsive', and the bid will not be accepted. Bidders bear sole responsibility for making sure that the Proposal is complete and in accordance with the instructions provided to bidders in the bid packet.

All acknowledgement forms for all addendums that are issued during the bid process for this project must be filled out and be included with any bid submittal for that bid submittal to be considered complete. Any bid submittal lacking these completed addendum acknowledgement forms will be deemed 'Non-Responsive' and the bid will not be accepted. Bidders bear sole responsibility for making sure that they have obtained all addendums issued prior to submitting their bid.

PROPOSAL

TO: Honorable Mayor and City Council
City of Midland
Midland, Texas

Gentlemen: The undersigned bidder, having examined the drawings, specifications and contract documents, the location of the proposed work, and being fully advised as to the extent and character of the work, proposes to furnish all material, equipment, and to perform all labor and work necessary for the completion of the construction of the work described by and in accordance with the attached drawings, specifications, and contract, for the following prices, to wit:

Project Name: Sunglo Street Paving Bond Project

Project Number: BP19-04

Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	6 MO	Mobilization, furnished, installed, complete and in place, for the sum of: Twenty five thousand nine hundred eighty five dollars and No cents per month. (Pay Note M1)	$ 25,985.00	$ 155,910.00
2)	6 MO	Erosion/Sediment Control, furnished, installed, complete and in place, for the sum of: Six thousand seven hundred ten dollars and no cents per month. (Pay Note M2)	$ 6,710.00	$ 40,260.00
3)	6 MO	Traffic Control, furnished, installed, complete and in place, for the sum of: Five hundred thirty five dollars and No cents per month. (Pay Note M3)	$ 535.00	$ 3,210.00
4)	6 MO	Job Site Safety, furnished, installed, complete and in place, for the sum of: Four hundred five dollars and No cents per month. (Pay Note M4)	$ 405.00	$ 2,430.00
5)	1.5 ACRE	Seeding & Stabilization, furnished, installed, complete and in place, for the sum of: Two thousand two hundred dollars and no cents per acre. (Pay Note M5)	$ 2,200.00	$ 3,300.00

Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
6)	1 LS	Spray Watering, furnished, installed, complete and in place, for the sum of: Five thousand three hundred dollars and No cents per lump sum. (Pay Note M6)	$ 5,300.00	$ 5,300.00
Total Miscellaneous Items 1-6		$ 210,410.00		

Demolition Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	5.0 ACRE	Preparation of Right-of-Way, furnished, installed, complete and in place, for the sum of: Six hundred twelve dollars and No cents per acre. (Pay Note D1)	$ 612.00	$ 3,060.00
2)	8770 CY	Unclassified Roadway Excavation, complete and in place, for the sum of: Nine dollars and Seventy five cents per cubic yard. (Pay Note D2)	$ 9.75	$ 85,507.50
3)	2829 CY	Unclassified Ditch Excavation, complete and in place, for the sum of: Nine dollars and Eighty cents per cubic yard. (Pay Note D2)	$ 9.80	$ 27,724.20
4)	262 SY	Removal & Disposal of Existing Unclassified Pavement, complete and in place, for the sum of: Four dollars and No cents per square yard. (Pay Note D3)	$ 4.00	$ 1,048.00
Total Demolition Items 1-4		$ 117,339.70		

Storm Drain Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	55 LF	4.0' x 2.0' Reinforced Concrete Box Culvert furnished, installed, complete and in place, for the sum of: Six hundred eight dollars and fifty cents per linear foot. (Pay Note SD1)	$ 608.50	$ 33,467.50
2)	2 EA	Reinforced Concrete Safety End Treatment, furnished, installed, complete and in place, for the sum of: Seventeen thousand two hundred fifty dollars and No cents per each. (Pay Note SD2)	$ 17,250.00	$ 34,500.00
3)	79 LF	Open Trenching of Storm Drain (0' – 10' Deep), furnished, installed, complete and in place, for the sum of: One dollars and No cents per linear foot. (Pay Note SD3)	$ 1.00	$ 79.00
4)	17 SY	8" Jointed Reinforced Concrete Pilot Swale & Side-Slope, furnished, installed, complete and in place, for the sum of: One hundred dollars and No cents per square yard. (Pay Note SD4)	$ 100.00	$ 1,700.00
Total Storm Drain Items 1-4		$ 69,746.50		

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	17416 SY	Subgrade Preparation (Depth ≤ 8"), furnished, installed, complete and in place, for the sum of: One dollars and No cents per square yard. (Pay Note P1)	$ 1.00	$ 17,416.00
2)	20 CY	Unclassified Embankment (Density Controlled), furnished, installed, complete and in place, for the sum of: Sixteen dollars and ten cents per cubic yard. (Pay Note P2)	$ 16.10	$ 322.00
3)	351 SY	8" Jointed Concrete Pavement, furnished, installed, complete and in place, for the sum of: One hundred one dollars and Sixty cents per square yard. (Pay Note P3)	$ 101.60	$ 35,661.60
4)	1500 TON	2" Type D HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY @ 1" Thick), furnished, installed, complete and in place, for the sum of: Ninety Five dollars and twenty cents per ton. (Pay Note P4)	$ 95.20	$ 142,800.00
5)	2250 TON	3" Type C HMAC Asphalt Pavement Surface Course (PG64-22, 110 LBS / SY @ 1" Thick), furnished, installed, complete and in place, for the sum of: Ninety four dollars and Eighty five cents per ton. (Pay Note P5)	$ 94.85	$ 213,412.50
6)	30 SY	Asphalt Thickened Edge Concrete-Asphalt Pavement Transition, furnished, installed, complete and in place, for the sum of: Fifty six dollars and Eighty cents per square yard. (Pay Note P6)	$ 56.80	$ 1,704.00
7)	17416 SY	12" Flexible Base (Type A, Grade 4), furnished, installed, complete and in place, for the sum of: Ten dollars and Fifteen cents per square yard. (Pay Note P7)	$ 10.15	$ 176,772.40

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
8)	2725 GAL	Bituminous Prime Coat (MC-30, 0.20 Gal / SY), furnished, installed, complete and in place, for the sum of: Four dollars and No cents per gallon. (Pay Note P8)	$ 4.00	$ 10,900.00
9)	1363 GAL	Tack Coat (CSS-1H, 0.10 Gal / SY), furnished, installed, complete and in place, for the sum of: Three dollars and No cents per gallon. (Pay Note P9)	$ 3.00	$ 4,089.00
10)	203 SY	6" Concrete Fillet, furnished, installed, complete and in place, for the sum of: Seventy seven dollars and Seventy five cents per square yard. (Pay Note P10)	$ 77.75	$ 15,783.25
11)	49 SY	6" Concrete Valley Gutter, furnished, installed, complete and in place, for the sum of: One hundred one dollars and Five cents per square yard. (Pay Note P11)	$ 101.05	$ 4,951.45
12)	1024 SY	6" Concrete Commercial Driveway Approach, furnished, installed, complete and in place, for the sum of: Eighty Nine dollars and Eighty five cents per square yard. (Pay Note P12)	$ 89.85	$ 92,006.40
13)	9742 LF	Concrete Ribbon Curb & Gutter, furnished, installed, complete and in place, for the sum of: Fifteen dollars and Ninety cents per linear foot. (Pay Note P13)	$ 15.90	$ 154,897.80
14)	14 EA	Existing Manhole Ring & Cover Adjustment, furnished, installed, complete and in place, for the sum of: One thousand two hundred forty dollars and No cents per each. (Pay Note P14)	$ 1,240.00	$ 17,360.00
Total Paving Items 1-14		$ 888,076.40		

Price For:	
1. Miscellaneous Items	$ 210,410.00
2. Demolition Items	$ 117,339.70
3. Storm Drain Items	$ 69,746.50
5. Paving Items	$ 888,076.40
Total Price	$ 1,285,572.60

In addition to providing the individual prices for the items above, Contract shall write the total bid amount in the sum of

One million two hundred eighty five thousand five hundred seventy two dollars

and Sixty cents total.

The undersigned bidder hereby declares that he has visited the site of the work and has carefully examined the contract documents pertaining to the work covered by the above bid. The selected contractor will receive written notice to proceed.

Bidder agrees to substantially complete all work within 180 calendar days after receipt of notice to proceed.

PUBLIC INFORMATION

To the extent that Bidder is submitting a bid for a contract described by Section 552.371 of the Texas Government Code, Bidder agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

Enclosed herewith in this proposal is a cashier's check, cash or bid bond on a form approved by the City Attorney, for

---------- Five percent of greatest amount bid ---------- dollars

and No cents total. ($ 5% of GAB)

which it is agreed shall be collected and retained by the owner as liquidated damages in the event this proposal is accepted by the Owner within thirty days (30) after the date advertised for the reception of bids and the undersigned fails to execute the contract and required bonds with the owner, under the conditions thereof, within (15) days after the date said proposal is accepted; otherwise said check or bond shall be returned to the undersigned on demand.

Reece Albert, Inc.
Name of Contractor

Mike Hester Estimator
Submitted By Print Name and Title

P.O. Box 3238
Mailing Address

Midland , Texas 79702
City State Zip



PAY NOTES

Sunglo Street Paving Bond Project

Bid Item		Pay Quantity Note
Miscellaneous Items		
1	Mobilization	M1
2	Erosion/Sediment Control	M2
3	Traffic Control	M3
4	Job Site Safety	M4
5	Seeding & Stabilization	M5
6	Spray Watering	M6
Demolition Items		
1	Preparation of Right-of-Way	D1
2	Unclassified Roadway Excavation	D2
3	Unclassified Ditch Excavation	D2
4	Removal & Disposal of Existing Unclassified Pavement	D3
Storm Drain Items		
1	4.0' x 2.0' Reinforced Concrete Box Culvert	SD1
2	Reinforced Concrete Safety End Treatment	SD2
3	Open Trenching of Storm Drain (0' - 10' Deep)	SD3
4	8" Jointed Reinforced Concrete Pilot Swale & Side-Slope	SD4
Paving Items		
1	Subgrade Preparation (Depth ≤ 8")	P1
2	Unclassified Embankment (Density Controlled)	P2
3	8" Jointed Concrete Pavement	P3
4	3" Type D HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY @ 1" Thick)	P4
5	2" Type C HMAC Asphalt Pavement Surface Course (PG64-22, 110 LBS / SY @ 1" Thick)	P5
6	Asphalt Thickened Edge Concrete-Asphalt Pavement Transition	P6
7	12" Flexible Base (Type A, Grade 4)	P7
8	Bituminous Prime Coat (MC-30, 0.20 Gal / SY)	P8
9	Tack Coat (CSS-1H, 0.10 Gal / SY)	P9
10	6" Concrete Fillet	P10
11	6" Concrete Valley Gutter	P11
12	6" Concrete Commercial Driveway Approach	P12
13	Concrete Ribbon Curb & Gutter	P13
14	Existing Manhole Ring & Cover Adjustment	P14

PAY QUANTITY NOTES

M1 Includes the necessary equipment, labor, materials, and incidentals for all Mobilization to the job site complete and in place. Measurement and payment to be made per month.

M2 Includes the necessary equipment, labor, materials, and incidentals to implement the Erosion Control Plan per the construction drawings and City of Midland standards and specifications. Measurement and payment to be made per month.

M3 Includes the necessary equipment, labor, materials, and incidentals to implement the Traffic Control per the approved Traffic Control Plan. Any required traffic control devices are to meet the City of Midland Traffic Division Standards. Measurement and payment to be made per month.

M4 Includes the necessary equipment, labor, materials, and incidentals to implement Job Site Safety and to provide a safe work environment for the project work area (including all personal protection equipment, trench safety, etc.) per the construction drawings and in compliance with all applicable Federal, State, and Local requirements or regulations including those of OSHA and the City of Midland. JOB SITE SAFETY IS THE RESPONSABILITY OF THE CONTRACTOR. Measurement and payment to be made per month.

M5 Includes the necessary equipment, labor, materials, and incidentals for Seeding & Stabilization per the construction drawings and City of Midland standards and specifications, including all removal, storage, and replacement of existing topsoil as well as all seeding and appurtenances. Watering is addressed in a separate pay note. Measurement and payment to be made per acre measured along the ground surface.

M6 Includes the necessary equipment, labor, materials, and incidentals for Spray Watering per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per lump sum.

D1 Includes the necessary equipment, labor, materials, and incidentals for Preparation of Right-of-Way per the construction drawings and City of Midland standards and specifications including removal and disposal of all obstructions from the right-of-way and easements where removal of such obstructions is not indicated in the consturction drawings, all scraping and preservation of top soil, and including all clearing, grubbing, and appurtenances. Measurement and payment to be made per acre measured along the ground surface.

D2 Includes the necessary equipment, labor, materials, and incidentals for Unclassified Excavation per the construction drawings and City of Midland standards and specifications including all existing pavement and sub-structure removal, unclassified excavation, material removal, and appurtenances. Measurment and payment to be per cubic yard of material removed.

D3 Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Unclassified Pavement per the construction drawings and City of Midland standards and specifications including all pavement removal, saw-cutting, and appurtenances. Depths given are approximate and pavement material is to be removed in its entirety. No additional compensation will be made for increased pavement depth removal. Measurement and payment to be made per square yard measured along the ground surface.

SD1 Includes the necessary equipment, labor, materials, and incidentals for the installation of Reinforced Concrete Box Culvert per the construction drawings and City of Midland standards and specifications, including all embedment, detector wire, tracer tape, necessary testing, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the box culvert centerline through all structures and appurtenances.

SD2 Includes the necessary equipment, labor, materials, and incidentals for the installation of Reinforced Concrete Safety End Treatment per the construction drawings and TxDOT standards and specifications, including all forms, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Measurement and payment to be made per each placed.

SD3 Includes the necessary equipment, labor, materials, and incidentals for Open Trenching of Storm Drain per the construction drawings and City of Midland standards and specifications, including all unclassified excavation, backfill not including flowable fill backfill, providing trench safety and protection for workers to install pipe, structures, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all structures, fittings, and appurtenances.

SD4 Includes the necessary equipment, labor, materials, and incidentals for the installation of Jointed Reinforced Concrete Pilot Swale & Side-Slope per the construction drawings and City of Midland standards and specifications, including all forms, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P1 Includes the necessary equipment, labor, materials, and incidentals for Subgrade Preparation per the construction drawings and City of Midland standards and specifications, including all proof-rollling, sub-grade reworking, scarifying, compaction, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P2 Includes the necessary equipment, labor, materials, and incidentals for placement of Unclassified Embankment per the construction drawings and City of Midland standards and specifications, including all sprinkling, rolling, correction of soft spots, grading, sloping, compaction, and appurtenances. Measurement and payment to be made per each cubic yard placed.

P3 Includes the necessary equipment, labor, materials, and incidentals for placement of Jointed Concrete Pavement per the construction drawings and City of Midland standards and specifications, including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P4 Includes the necessary equipment, labor, materials, and incidentals for the placement of Type "D" HMAC Asphalt Pavement Surface Course (PG 70-22, 110 LBS / SY at 1" thick) per the construction drawings and City of Midland standards and specifications, including all placement, compaction, and appurtenances. Measurement and payment to be made per square yard of material placed.

P5 Includes the necessary equipment, labor, materials, and incidentals for the placement of Type "C" HMAC Asphalt Pavement Surface Course (PG 64-22, 110 LBS / SY at 1" thick) per the construction drawings and City of Midland standards and specifications, including all placement, compaction, and appurtenances. Measurement and payment to be made per square yard of material placed.

P6 Includes the necessary equipment, labor, materials, and incidentals for placement of Asphalt Thickened Edge Concrete-Asphalt Pavement Transition per the construction drawings and City of Midland standards and specifications, including all pavement, flexible base, placement, compaction, prime coat (MC-30, 0.20 GAL / SY), tack coat (CSS-1H, 0.10 Gal / SY), and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P7 Includes the necessary equipment, labor, materials, and incidentals for placement of Flexible Base compacted to 95% Density, ASTM D1557, per the construction drawings and City of Midland standards and specifications including all placement, compaction, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P8 Includes the necessary equipment, labor, materials, and incidentals for application of Bituminous Prime Coat (MC-30, 0.20 GAL / SY) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per gallon of material applied at the designated rate.

P9 Includes the necessary equipment, labor, materials, and incidentals for application of Tack Coat (CSS-1H, 0.10 GAL / SY) per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per gallon of material applied at the designated rate.

P10 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Fillet per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Curb section is formed and poured monolithically with fillet and is not a separate bid item. Measurement and payment to be made per square yard measured along the ground surface.

P11 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Valley Gutter per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Measurement and payment to be made per square yard measured along the ground surface.

P12 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Driveway Approach per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. Pedestrian access ramps at the driveway approach are considered part of the approach and are not a separate bid item. Measurement and payment to be made per square yard measured along the ground surface.

P13 Includes the necessary equipment, labor, materials, and incidentals for placement of Concrete Curb & Gutter per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, finishing, and appurtenances. Measurement and payment to be made per linear foot measured along the back-of-curb.

P14 Includes the necessary equipment, labor, materials, and incidentals for Ring & Cover Adjustment per the construction drawings and City of Midland standards and specifications including all forming, reinforcement, placement, jointing, sealing, finishing, and appurtenances. This includes a minimum 1.0' wide concrete collar whose width is measured from the outer edge of the cover to the outer edge of the concrete ring. Measurement and payment to be made per each adjustment made.

BID BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT REECE ALBERT, INC. (Hereinafter called the Principal), as Principal, and CONTINENTAL CASUALTY COMPANY (Hereinafter called the Surety, as Surety, are held and firmly bound unto the City of Midland, Texas a home rule municipal corporation of Midland County, Texas, (hereinafter called the Obligee), in the amount of FIVE PERCENT OF THE GREATEST AMOUNT BID---------- Dollars ($--------5%--------) for the payment whereof the said Principal and surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid or Proposal to enter into a certain written contract for the construction of Sunglo Street Paving Bond Project.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully, enter into such written Contract, then this obligation shall be void; otherwise to remain in full force and effect.

IT IS EXPRESSLY UNDERSTOOD AND AGREE that if said Principal should withdraw its Bid anytime after such Bid is opened and before official rejection to such Bid or, if successful in securing the award thereof, said Principal should fail to enter into the Contract and furnish satisfactory Performance Bond and Payment Bond, the Obligee, in either of such events, shall be entitled and is hereby given the right to collect the full amount of this Bid Bond as liquidated damage.

PROVIDED, further that if any legal action be filed upon this Bond venue shall lie in Midland County, Texas.

IN WITNESS WHEREOF, the said Principal and surety do sign and seal this instrument, this 14th day of APRIL, 2021.

REECE ALBERT, INC.
Principal

By _____

Address P. O. BOX 3238

MIDLAND, TEXAS 79701-3238

CONTINENTAL CASUALTY COMPANY
Surety

By _____
MARLA HILL, ATTORNEY-IN-FACT

Address P. O. BOX 54020

LUBBOCK, TEXAS 79453

APPROVED AS TO FORM:

_____
City Attorney

NOTE: Attach Power of Attorney

Form Revised March 2021



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Howard Cowan, Marla Hill, Individually

of Lubbock, TX, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Senior Vice President and their corporate seals to be hereto affixed on this 12th day of July, 2011.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Stathy Darcy — Senior Vice President

State of Illinois, County of Cook, ss:

On this 12th day of July, 2011, before me personally came Stathy Darcy to me known, who, being by me duly sworn, did depose and say: that she resides in the City of Glenview, State of Illinois; that she is a Senior Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that she knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

OFFICIAL SEAL
ELIZA PRICE
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:09/17/13

My Commission Expires September 17, 2013

Eliza Price — Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 14TH day of APRIL, 2021.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Mary A. Ribikawskis — Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article IX—Execution of Documents

Section 3. Appointment of Attorney-in-Fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thererto. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 3 of Article IX of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article VI—Execution of Documents

Section 3 Appointment of Attorney-in-Fact. The Chairman of the Board of Directors, the President or any Executive or Senior Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive or Senior Vice President or the Board of Directors may at any time revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 2 of Article VI of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article VII—Execution of Documents

Section 3. Appointment of Attorney-in-Fact. The Chairman of the Board of Directors, the President or any Executive or Senior Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"RESOLVED: That the signature of the President, an Executive Vice President or any Senior or Group Vice President and the seal of the Insurance Company may be affixed by facsimile on any power of attorney granted pursuant to the Resolution adopted by this Board of Directors on February 17, 1993 and the signature of a Secretary or an Assistant Secretary and the seal of the Insurance Company may be affixed by facsimile to any certificate of any such power, and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Insurance Company. Any such power so executed and sealed and certified by certificate so executed and sealed, shall with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Insurance Company."

CONTRACT

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

THIS CONTRACT, made and entered into this 28th day of April, 2021, by and between the City of Midland of the County of Midland and State of Texas, acting through its Mayor thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and Reece Albert, Inc. of the City Midland, County of Midland, State of Texas, Party of the Second Part, herein-after termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the first Part (OWNER), and under the conditions expressed in the bond bearing even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows: Sunglo Street Paving Bond Project together with appurtenances and incidentals.

Conditions of the Contract and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendent, labor, insurance and other accessories and services necessary to complete the said construction in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to the Contractors, General and Special Conditions of Agreement, Plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda therefore as prepared by Engineering and Transportation Department of the City of Midland, Texas, herein entitled the ENGINEER, together with the CONTRACTOR'S written Proposal, the General Conditions of the Contract, and the Performance and Payment Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Contract.

The CONTRACTOR hereby agrees to commence work within fifteen (15) calendar days after the written notice to do so and to substantially complete the same within 180 calendar days after receipt of notice to proceed, subject to such extensions of time as are provided by the General and Special Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this Contract, such payments to be subject to the General and Special Conditions of the Contract.

The SUM TOTAL of this Contract shall be: $1,285,572.60.

INSURANCE

Contractor shall at all times during the term of this Contract maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):		
	— Personal Injury:	$1,000,000.00 per person
		$1,000,000.00 per occurrence
	— Property Damage:	$500,000.00 per occurrence
Business Automobile Liability:		$250,000.00 combined single limit - Personal Injury and Property Damage
Workers' Compensation:		Statutory limits
Employers' Liability:		$500,000.00 per accident or occurrence

The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on an occurrence basis. This insurance shall name the City as an additional insured and waive subrogation in favor of the City.

The Business Automobile Liability insurance provided by Contractor shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the

work that is the subject of this Contract. The insurance shall name the City as an additional insured and waive subrogation in favor of the City.

The Workers' Compensation coverage provided by Contractor shall inure to the benefit of employees injured during the course and scope of their employment by Contractor pursuant to this Contract. The Workers' Compensation shall waive all rights of subrogation in favor of the City.

All insurance required pursuant to this Contract shall provide for a waiver of subrogation in favor of the City. All insurance required pursuant to this Contract, except for Workers' Compensation Insurance, shall name the City as an additional insured on a claims occurred basis. City shall be provided the notice by Contractor's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

Contractor shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Contract to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of the City of Midland and policies that name the City of Midland as an additional insured on a claims occurred basis (except workers' compensation).

The parties agree that, prior to the execution of the Contract, Contractor shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of the City. The City shall not be required to provide any insurance whatsoever pursuant to this Contract.

The Contractor certifies that the certificate of insurance provided as required herein complies with the requirements of Senate Bill 425, passed during the 82nd regular session of the Texas Legislature, and effective January 1, 2012. The Contractor shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of the Contractor.

WAIVER OF ATTORNEY FEES

WAIVER OF ATTORNEY FEES: BY EXECUTING THIS CONTRACT, CONTRACTOR AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST THE OWNER, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE CONTRACT. THE CONTRACTOR SPECIFICALLY AGREES THAT IF THE CONTRACTOR BRINGS OR COMMENCES

ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET. SEQ., AS AMEDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE CONTRACTOR AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH CONTRACTOR MIGHT OTHERWISE BE ENTITLED.

CONTRACTOR AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. THE CONTRACTOR ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE CONTRACT. THE CONTRACTOR FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN THE OWNER AND THE CONTRACTOR. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

THE CONTRACTOR AND OWNER ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.

SOVEREIGN IMMUNITY

By executing this Contract, the City is not waiving its right of sovereign immunity. The City is retaining its immunity from suit. The City is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Contract shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Contract or the performance of this Contract shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Contract shall be deemed to have occurred in Midland County, Texas.

COMPLIANCE – Contractor agrees that it shall comply with Texas Government Code Section 2252.908, *et seq.*, as amended. Contractor agrees that it shall comply with Texas Local Government Code Section 176.006, *et seq.*, as amended.

VERIFICATION

To the extent that Tex. Gov't Code section 2270.002 applies to this Contract, Contractor hereby verifies that Contractor 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 Contractor shall be deemed to have not made such verification.

RECORDS RETENTION AND PRODUCTION OF INFORMATION

To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, Contractor shall (1) preserve all contracting information related to the Contract as provided by the records retention requirements applicable to the City of Midland for the duration of the contract, (2) promptly provide to the City of Midland any contracting information related to the Contract that is in the custody or possession of Contractor on request of the City of Midland, and (3) on completion of the Contract, either (i) provide at no cost to the City of Midland all contracting information related to the Contract that is in the custody or possession of Contractor, or (ii) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to the City of Midland.

PUBLIC INFORMATION

To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, Contractor agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

Parties of the First Part (Owner)

By: _____
Patrick Payton, Mayor

ATTEST:

_____
Amy Turner, City Secretary

APPROVED ONLY AS TO FORM:

By: _____
John Ohnemiller, City Attorney

By: _____
Party of the Second Part (CONTRACTOR)

By: _____
Title

THE STATE OF _____ §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this _____ day of _____, 20__ personally appeared _____, an officer of Reece Albert, Inc., known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as an act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20_____

_____
Notary Public

Form Revised March 2021

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____ (Hereinafter called the Principal[s]), as Principal(s), and _____ (Hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Midland, Texas a home rule municipal corporation of Midland County, Texas, (hereinafter called the Obligee), in the amount of _____ DOLLARS ($ _____) for the payment whereof the said Principal and surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____day of _____, 20___ , for the furnishing of materials and equipment to perform all labor and work necessary for the construction of Sunglo Street Paving Bond Project , specifically including in the scope of this work and bond, the additional maintenance guaranty provisions set forth in the contract conditions, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein, as well as the Principal's primary obligation to perform according to plans and specifications.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications, instructions to bidder, general and special conditions and other contract documents, including any addendum thereto, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED further that if any legal action be filed upon this Bond venue shall lie in Midland County, State of Texas.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, or any assignment of the contract as may be provided for in the instructions to bidders, shall in anywise affect its obligation on this Bond, and it does waive notice of any such change, extension of time, alteration or addition to the terms of the contract, assignment thereof, or the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and surety do sign and seal this instrument, this _____ day of _____ , 20___.

_____	_____
Principal	Surety
By _____	By _____
Address _____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____ of the City of _____ of the County of _____ and State of Texas as Principal, and _____, as Surety, are held and firmly bound unto the City of Midland, Texas, as Obligee, in the amount of _____ DOLLARS ($ _____) for the payment whereof the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20__, for the furnishing of materials, equipment to perform all labor and work necessary for Sunglo Street Paving Bond Project, hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of the obligation is that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then this obligation shall be null and void; otherwise, it is to remain in full force and effect.

Surety, for value received, stipulates and agrees that no change, extension of time alteration or addition to the terms of the contract, or to the work performed there under, or the plans, specifications of drawings accompanying the same, or any assignment of the contract as may be provided for in the instructions to bidders, shall in anywise affect its obligation on this Bond, and it does waive notice of any such change, extension of

time, alteration or addition to the terms of the contract, assignment thereof, or to the work to be performed there under.

IN WITNESS WHEREOF the said Principal and Surety have signed and sealed this instrument, this _____ day of _____ , 20__ .

_____	_____
Principal	Surety
By _____	By _____
Address _____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

CERTIFICATE OF PAYMENT

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

Sunglo Street Paving Bond Project

The undersigned states that all debts, bills, and expenses that were incurred by the undersigned, his agents, or subcontractors employed by him, for labor, wages, materials and other purposes furnished for the above project have been paid and satisfied in full.

The undersigned, as general contractor for the above described project agrees to indemnify, hold harmless and defend the City, its officers, agents, and employees, from and against all claims and suits for damages, expenses, including court costs and attorney fees, arising out of or resulting from the undersigned contractor, his agents or subcontractors employed by him for expenses, warranties for items furnished, or labor performed and for any party that has supplied materials in connection with the repair or construction of the above referenced premises.

The undersigned contractor agrees to waive any and all claims it may have against the City, associated with, resulting from or arising out of the work performed at the above premises.

Further, the undersigned states that all labor performed by the undersigned, his agents, and subcontractors employed by him, has been completed in the usual and customary workmanlike manner and all work performed is accompanied with the usual and appropriate warranties for such work or repair, absent any disclaimer previously approved by the City of Midland.

I, the undersigned, release and relinquish unto the City of Midland, and their assigns the above described lien upon the above referenced property and hereby certify that all debts, bills, and expenses incurred by the undersigned, his agents, or subcontractors employed by him in connection with work done at the above

premises have been fully paid, in exchange for payment in full to be made by the City of Midland for the performance on the above described premises.

WITNESS MY HAND on this _____ day of _____, 20_____.

_____
Signature

_____
Typed or Printed Name

_____
Title

_____
Name of Company

SUBSCRIBED AND SWORN to before me on the _____ day of _____, 20_____.

_____
Notary Public, State of Texas

_____
Typed or printed name

_____
My Commission expires:

Form Revised March 2021

City of Midland Specifications

PREPARATION OF RIGHT OF WAY

1. GENERAL

Includes the preparation of right-of-way for construction by clearing, grubbing, removing and disposing of all obstructions and objectionable material from the right-of-way and designated easements, which is not specifically provided for on the plans.

Obstructions and objectionable material refer to all objects or material that do not meet the quality of standards for the courses of pavement to be constructed or which protrude into the excavation for slopes.

Measurement and Payment - Measurement and payment will be at the units and prices for the applicable bid item in the proposal.

When no specific bid items are included in the bid proposal for work specified under this section this work shall be considered as incidental to other items of work and the cost shall be included in the bid for these items. No separate payment will be made.

2. CONSTRUCTION METHODS

Removal - Obstructions and objectionable material to be removed by blading, plowing, bulldozing, or other methods approved in writing by the Engineer. The use of explosives will not be permitted. Solid objects must be removed to a depth of at least one (1) foot below the finished slope or subgrade elevation. Hollow objects must be removed entirely.

Disposal - Material to be removed from the right-of-way becomes the property of the Contractor. If disposal areas are available, they will be indicated on the plans.

Preservation of Trees and Shrubs - Trees and shrubs to be preserved in the right of way are shown on the plans and must be protected from injury during construction.

Removal of Concrete - Cut concrete at the right-of-way line straight and vertical by sawing or other approved methods prior to the removal of concrete in the right-of-way.

EXCAVATION, EMBANKMENT AND PREPARATION OF SUBGRADE 1
1. GENERAL 2
2. CONSTRUCTION METHODS 2

EXCAVATION, EMBANKMENT AND PREPARATION OF SUBGRADE

1. GENERAL

Includes the excavation, embankment and preparation of subgrade determined by the lines, grades and sections shown on the plans and in accordance with the provisions of the specifications.

Excavation - Includes excavation to planned grade, disposal of the material, removal of unsuitable subgrade material and borrow material when required in the construction. All excavation to be classified as common.

Embankment - Consists of excavated or borrow materials placed and compacted in horizontal layers in accordance with the specifications.

Subgrade - The upper eight inches (8") of embankment or the upper eight inches (8") below the roadway excavation finished grade. The subgrade shall extend from six inches (6") back of curb to six inches (6") back of curb where curb and gutter is to be constructed.

Measurement and Payment - Measurement and payment to be at the units and prices for the applicable bid items in the proposal.

2. CONSTRUCTION METHODS

Excavation - Made at the location and to the lines and grades shown on the plans in areas previously prepared in accordance with provisions of Section 2A. Dispose of excess material not required in the embankment and material that is unsuitable for subgrade. Excavation tolerance to be plus or minus 1/10 foot from the plan grade.

The area between the curb and property line shall be excavated or filled, whichever is necessary, to curb height at back of curb and finished to a straight even surface to the property line. The minimum elevation at the property line shall be the elevation of the top of the curb. The maximum elevation at the property line shall be equal to a rise of 1/4 inch per foot from the back of the curb to the property line.

During the excavation of this project, it will be required that all parkways be excavated and shaped at the same time the roadway is excavated. Excess excavation will be disposed of at locations approved by the Engineer.

Embankment shall be constructed at the locations and to the lines and grades shown on the plans in areas previously prepared in accordance with Section 2A of these specifications. Top eight inches (8") of natural ground to be compacted

to embankment density requirements. Embankment shall be constructed from suitable material obtained from the excavation or borrow free of roots, rocks in excess of three inches (3"), debris and other objectionable material. Excavation deficiencies shall be supplemented from a borrow source approved by the Engineer. Embankment shall be constructed in uniform horizontal layers not to exceed eight inches (8") of loose depth and compact with suitable equipment to a minimum of ninety percent (90%) AASHTO T180. The materials shall be processed by aeration or watering to bring the material to the approximate optimum moisture. Dry layers will not be permitted. Soft spots that develop in the embankment shall be removed and replaced with suitable material. No payment will be made for removal of soft spots. Tolerance for embankment grading shall be one-half foot (1/2) plus or minus the plan grade.

Preparation of Subgrade - Eight inches (8") of the upper portion of the embankment or excavation shall be shaped and compacted to a minimum density of 95 percent (95%) AASHTO T180 and finished within a tolerance of one-half inch (1/2") in ten feet (10'). The finished subgrade shall be protected and maintained in a satisfactory condition until covered by succeeding construction.

Compaction Tests - Field density tests will be made by the Owner or by a laboratory selected by the Owner. The Contractor shall notify the Engineer when compaction has been achieved. The Contractor shall allow 24 hours for scheduling of test. Prior to the taking of subgrade density test, the entire subgrade will be tested by proof-rolling using a pneumatic roller weighing not less than 50,000 lbs. gross with tire pressure being not less than 110 psi. Any soft spots, pumping, or other evidence of weakness shall be remedied before density tests are made. Proof rolling shall be in the presence of the Engineer or his duly authorized representative.

The City will pay the cost of initial density tests made on the subgrade. If the subgrade fails to meet the density requirements on the first test, the contractor will be required to have subsequent density tests made by the commercial lab selected by owner. The cost of all subsequent density tests will be born by the contractor.

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CONCRETE CURB AND GUTTER, SIDEWALKS AND DRIVEWAYS,

VALLEY GUTTERS, CENTER DRAINS AND RIP RAP

1. GENERAL

Includes the construction of concrete curb and gutter, sidewalks, driveways, valley gutters, center drains and rip rap in accordance with lines, grades and the sections shown on the plans and constructed in full compliance with provisions of the specifications.

A proven performance record by the Texas Highway Department shall be supplied by material producers for all materials supplied by them.

2. MATERIALS

Concrete - All concrete other than rip rap shall be Class "A" concrete in accordance with Texas Highway Department specifications Item No. 421. Concrete for rip rap shall be the class as shown on the plans and detail drawings. When no concrete class is shown the plans concrete for rip rap shall be Class "B" concrete.

Concrete batch designs shall be furnished for each project and shall include all classes of concrete proposed for use on the project.

Reinforcing Steel - Reinforcing steel shall be deformed bars or wire mesh fabric conforming to the requirements of "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges" Item No. 440 and shall be of the sizes and grades as shown on the plans.

The contractor, at his option, may use fiber reinforcing in lieu of the wire mesh for all concrete slab on grade. When fiber reinforcing is used, it shall be "Fiber Mesh" or "Caprolan RC" or approved equal. The material and rate of application shall be approved by the Engineer prior to its use.

Expansion Joints - Bituminous pre-molded joint filler shall be composed of top grade fiber, treated by special impregnation system with water repellent bituminous materials. It shall be a non-extruding type, resilient, expanding on release of compression, preventing open joint crevices. The pre-molded joint filler shall be of such character, that it will not be deformed by handling during hot weather, nor shall it become brittle in cold weather. It shall be free from visible external defects such as holes, ragged or untrue edges, breaks, cracks or tears. It may be covered on both sides with paper to facilitate handling.

The joint filler shall be accurately cut to the dimensions and shapes required. It shall be of the thickness required by the plans, or as specified elsewhere.

3. CONSTRUCTION METHODS

GENERAL

No concrete shall be placed when, in the Engineers opinion, weather or other conditions would be detrimental to the structure placed. No concrete shall be placed on grade when the ground temperature is 35^{o} F or lower. Concrete may be placed when the ground temperature is rising from 35^{o} F. Concrete placed in cold weather shall be protected from freezing for 72 hours after being placed.

CURB AND GUTTER

EXCAVATION AND SUBGRADE - Excavation for curb, gutter, and combined curb and gutter shall be done with the subgrade excavation for the street. Street subgrade shall extend from six inches (6") back of curb to (6") back of curb and shall be compacted for a full width to a minimum of 95% AASHTO T180-61. Where subgrade is more than three inches (3") below bottom of curb, fill shall be compacted caliche base constructed from six inches (6") back of curb to six inches (6") back of curb as specified for base course.

Whenever subgrade or base is dry or dusty, it shall be thoroughly moistened, not made muddy, before the concrete is placed.

Forms - Forms shall be of steel, of a type to be approved by the Engineer, except that curves may be formed with wood sections built up or laminated, upon prior approval by the Engineer.

The forms shall be attached securely to stakes, shall be set true to line and grade, and braced sufficiently to remain true during the placing and tamping of the concrete. Forms shall be thoroughly cleaned and oiled before each use.

Curves - All changes in direction of the curbs shall be by means of true circular curves of the radii as shown on the plans.

Expansion Joints - Expansion joints shall be placed between curb and gutter sections at the tangent points of all curves, at each side of the inlet boxes, drives, alleyways, and at intervals of not more than forty feet (40') in straight runs. The expansion material shall be pre-molded three-fourths inch (3/4") in thickness, and shall conform to the requirements of expansion material as specified herein. It shall be cut to the full size and shape or the cross section of the curb and gutter, less one-half inch (1/2") from the finished surface thereof. The edges of sections against the joint shall be finished with an edging tool and the joint raked clean of concrete.

Finishing - There shall be provided on the job a metal screed or mule designed to give proper shape to the curb and gutter. It shall be bent to the exact shape of the finished curb and gutter and the forward edge turned up slightly to prevent disturbing the mortar. It shall be designed to ride on the forms and when properly manipulated shall leave the curb and gutter in its proper shaped condition. An "S" trowel shall be used to finish the surface and minor imperfections shall be corrected with a mason's trowel. Care shall be taken to finish

the gutter flow line to a true, uniform grade. All edges shall be finished with an edging tool, and joints marked with a jointer. Joint marks shall coincide with actual joints and shall be straight and true.

Curing - The completed curb and gutter, shall be cured in accordance with the requirements of the item "Membrane Curing", Texas Highway Department Item 531.

DRIVEWAYS AND ALLEY RETURNS

Driveways and alley returns shall be constructed of Class "A" concrete to the lines and grades as shown on the plans and detail sheets. All driveways and alley returns shall be reinforced as shown on the detail drawings.

Excavation and Subgrade - Excavation shall be accomplished in the same manner as for streets and curbs. The subgrade for all driveways and alley returns shall be compacted to 95% modified proctor density for 8 inches depth.

Driveways for single family residences and property used for two family residential purposes (duplexes) may be placed on the compacted subgrade. All other driveways shall be considered as commercial driveways and shall be constructed on 6 inches compacted flexible base.

Flexible Base - Commercial driveways and alley returns shall be constructed on 6 inches of flexible base conforming to Section 2-C- Flexible Base, Caliche.

Forms - Forms shall be constructed of steel or, when approved by the engineer, wood conforming to the requirements for curb and gutter forms.

Expansion Joints - Expansion joints shall be placed at the ends of abutting curb and gutter at the end of radii for all driveways and alley returns. In addition, expansion joints shall be placed at the ends of abutting sidewalk sections and at any point where the driveway or alley return abuts another concrete structure. Expansion joint material shall be pre-molded three fourths inch (3/4") in thickness, cut to the shape and dimensions required and shall extend the full depth of the concrete.

Finishing - Shaping and finishing of driveways and alley returns shall be accomplished by using a screed to shape the driveway or alley return to the lines and grade required. Finishing shall be accomplished by use of wooden floats and stiff bristled brushes or brooms. The last finish shall be by brushing or brooming in
A direction transverse to the direction of traffic.

During the entire finishing process care shall be taken to maintain the true gutter invert in line with the street curb and gutter.

Curing - Finished driveways and alley returns shall be cured in accordance with the requirements "membrane curing" "Texas Department of Highways and Public Transportation, 1982 Standard Specifications for Highways, Streets and Bridges", Item Number 531.

CONCRETE VALLEY GUTTERS, CENTER DRAINS AND DRAINWAYS

Concrete slab type street drainage structures with or without curbs, shall be constructed of Class "A" concrete to the lines and grades as shown on the plans and detail sheets or as may be established in the field by the engineer.

Subgrade excavation preparation and compaction and flexible base shall be the same as specified for street construction. All drainage structures within the roadway shall be constructed on a flexible caliche base so that the thickness of the concrete slab plus base is equal to the thickness of the hot mix asphaltic concrete surface plus base.

Forms - Forms shall be as specified for curb and gutter.

Reinforcing - All slab type drainage structures shall be reinforced as shown on the plans and detail drawings. Care shall be taken to maintain all reinforcing in good condition and at its proper location within the slab.

Expansion Joints - Expansion joint material shall be as specified for curb and gutter and for driveways and alley returns.

Expansion joints for valley gutter shall be placed at the ends of radii and at the juncture between the fillet and the cross valley as shown on the detail sheet.

For center drains, expansion joints shall be placed at the ends of widened or transition sections and at each end of a section containing a manhole or other structure and at intervals of sixty feet (60') measured along the center line of the drain.

Additional expansion joints shall be placed where drainage slabs abut backs of curbs, sidewalks and at contact points with other concrete structures.

Contraction Joints - Contraction joints shall be spaced at 15' intervals along the center line of center drains. These contraction joints shall be saw cut 3/8" wide minimum and 1/4 the depth of the slab using an approved concrete saw.

Saw cut contraction joints shall be made after the concrete has set sufficiently to prevent excessive raveling during sawing and shall be completed before the concrete is 48 hours old.

Finishing - Finishing shall be the same as for alley returns and driveways with the last finishing operation for structures subject to vehicular traffic being by broom or stiff brush in a direction transverse to the direction of traffic.

Curing - Curing shall be the same as for curb and gutter and driveways and alley returns.

SIDEWALKS

Sidewalks shall be constructed of Class A" concrete to the lines and grades as shown on the plans and detail drawings or as may be established in the field by the engineer. Sidewalks shall be constructed parallel to the back of the curb and on a grade parallel to

the top of curb grade. The minimum thickness for any sidewalk is 4 inches. The minimum width of any sidewalk is 4 feet.

Excavation and Subgrade - Excavation for sidewalk shall be made with street excavation where applicable. Care shall be exercised in excavating for sidewalks. Any over excavation or any fill required for sidewalk must be brought to grade in lifts not to exceed two inches (2") and thoroughly tamped. Subgrade for sidewalks shall be compacted to at least the density of the adjacent soil or to 85% modified proctor whichever is greater.

When a sidewalk is to be constructed on an embankment the fill must extend at least 3 feet beyond the edge of the sidewalk.

If the subgrade is dry or dusty it must be thoroughly moistened but not made muddy before concrete is placed.

Forms - Forms for sidewalks may be either steel or wood. Forms must be in good shape and true to line and grade. If nominal 2" x 4" lumber is used the subgrade must be finished one half inch (1/2") below the bottom of the form to provide the required 4 inch thickness.

Expansion Joints - Expansion joint material shall be pre-molded conforming to these specifications and shall be one half inch (1/2") thick. The expansion joint shall extend the full depth of the sidewalk.

Expansion joints shall be placed at points where the sidewalk contacts the back of curb, at all junctures between sidewalks all directions, and at all points where the sidewalk abuts a driveway, alley return or other concrete structure including fence foundations.

Transverse expansion joints shall be constructed in the sidewalk at intervals not exceeding twenty eight feet (28') as measured along the centerline of the walk except for sidewalks that are constructed wider than four feet (4') in which case expansion joints may be placed at intervals that are multiples of the width but not exceeding thirty feet (30').

Contraction Joints - Contraction joints consisting of trowel cuts one and one half inches (1-1/2") deep shall be spaced at four foot (4') intervals along the sidewalk. Contraction joints shall be edged using an edging tool with a 1/4 inch or 3/8 inch radius.

For sidewalks wider than four feet (4') contraction joints may be placed at intervals equal to the width of the walk up to but not exceeding ten feet (10').

Finishing - Sidewalks shall be "struck off" with a screed to provide an even surface and float finished using a wooden float.

The final finish on the sidewalk shall be accomplished by brooming or brushing using a stiff bristled brush or broom with the final strokes being in the transverse direction.

Curing - Curing shall be as specified for curb and gutter and driveways and alley returns.

CONCRETE RIP RAP

Concrete rip rap shall be constructed of concrete of the class and to the line and grades as shown on the plans.

Excavation and Subgrade - Care shall be taken not to over excavate for rip rap. The subgrade for rip rap shall be compacted to at least the density of the adjacent undisturbed soil or 85% modified proctor whichever is higher.

Forms - Forms, where required, may be either steel or wood. Forms must be in good condition and true to line and grade.

Expansion Joints - Expansion joints, where required, will meet the requirements of expansion joints materials as specified herein and will be placed as shown on the plans or directed by the engineer.

Finishing - Finishing shall be by screed and wooden float to produce true uniform surface.

Curing - Curing shall be as specified for other concrete herein.

Slope Paving - Slope paving may be required behind the curb or behind sidewalks where street paving requires deeper cuts in developed areas. Slope paving shall be constructed of Class "A" concrete and shall be constructed to the lines and grades as shown on the plans or as established in the field. Slope pavement shall be four inches (4") thick and shall be constructed in accord with the specifications for sidewalks.

When no slope grade is given on the plans the slope gradient shall be l:l.

Unless listed separately on the bid proposal, slope pavement shall be measured and paid for as sidewalk.

4. BACKFILL AND CLEANUP

GENERAL

Backfill and clean up are an integral part of the various items covered by this specification and must be completed for each item before that item will be considered for payment.

CONCRETE STRUCTURES WITHIN THE PAVED AREA OF STREETS

Backfill and clean up for concrete structures within the paved areas of streets, alleys, etc. shall receive special attention to assure the integrity of the street pavement.

Structures constructed in previously paved areas shall have sufficient surface removed along with base and subgrade where necessary to set full face forms for the concrete. As soon as the forms are removed all loose material shall be removed from the form trench and the trench filled to the base level with Portland cement stabilized backfill material

consisting of two (2) sacks Portland cement to one (l) cubic yard of caliche base material or one (l) cubic yard "blow sand". When the cement stabilized backfill has cured the pavement edge shall be saw cut to provide true and straight lines and the pavement restored to its original or revised grade using Hot mix asphaltic concrete conforming to the requirements of Section 2-F of these specifications.

For structures constructed on previously prepared subgrade or base course, clean up and backfill shall be considered complete when the subgrade or base course has been made ready to receive the next course.

When a structure is constructed on a finished base course and it is necessary to remove base material to set forms, backfill and cleanup shall be as described for previously paved areas and shall be considered complete when the base course is made ready to receive the surface course or courses.

BACKFILL BEHIND CURBS AND ALONG SIDEWALKS

Backfill behind curbs and along sidewalks that is to be grassed shall be made using good top soil. Top soil shall be free of caliche, rocks, clods, lumps, debris and other objectionable material. This backfill shall be compacted to at least the density of undisturbed adjacent soil but not less than 85% modified proctor.

Backfill behind curbs and along sidewalks that is to receive paving shall be constructed to conform to the base and subgrade of the adjacent paving and shall be compacted to 95% modified proctor. Or the contractor may elect to backfill to the top of the base with two (2) sack cement stabilized backfill.

In undeveloped areas and in areas where no sidewalks exist the contractor shall slope from the back of the curb to a maximum height of 1/4 inch per foot rise from the top of the curb to the property line on a straight line grade. The minimum elevation at the property lines shall be top of curb elevation.

In deeper cut areas slope paving may be required. When slope paving is required it shall be constructed to the lines and grades shown on the plans. Backfill and shaping beyond the slope paving shall be in accord with the applicable portions of this specification.

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CONCRETE CURB AND GUTTER, SIDEWALKS AND DRIVEWAYS **1**

VALLEY GUTTERS, CENTER DRAINS AND RIP RAP **1**

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2. MATERIALS 1
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4. BACKFILL AND CLEANUP 6

GENERAL *6*
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CONCRETE STRUCTURES

1. GENERAL

This specification covers concrete structures including but not limited to junction boxes, culverts, head walls, cast in place manholes, valve vaults, meter vaults and retaining walls.

2. MATERIALS

CONCRETE

Concrete for cast in place manholes, junction boxes, storm sewer inlet boxes, valve vaults and direct traffic culvert and bridge decks shall be a modified class "C" concrete using a minimum of 6 sacks cement per cubic yard with a maximum water content of 5 gallons per sack of cement and producing a concrete with 4000 psi 28 day compressive strength.

Concrete for other structures shall be class "A" as specified in "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges" item number 421. Concrete for riprap shall be class "B".

Reinforcing steel shall conform to the requirements of item number 440 or "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges" and shall be of the sizes and grades as shown on the plans.

3. CONSTRUCTION

Construction of concrete structures shall be in accordance with the provisions of item 420 "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges".

FLEXIBLE BASE, CALICHE 1
1. GENERAL 2
2. MATERIALS 2
3. CONSTRUCTION 3
4. TESTING 3

FLEXIBLE BASE, CALICHE

1. GENERAL

This item consists of the construction of a caliche flexible base course to the lines, grades and thickness shown on the plans and in accordance with the provisions of the specifications.

Qualification of Material Source - There will be no designated material sources, but the source proposed by the Contractor must be approved by the Engineer. The contractor shall furnish evidence of capability to crush and screen the material with suitable equipment.

Measurement and Payment - Measurement and payment to be at the units and price for the applicable bid item in the proposal.

2. MATERIALS

Material from the approved source shall meet the following requirements when tested in accordance with the referenced testing standards:

Gradation - Tested by ASTM C 136-67 to meet the following gradation limits:

Sieve Size	Percent Passing
1-3/4"	100.0
7/8"	65-90
3/8"	50-70
No. 4	30-60
No. 40	15-35

Liquid Limit and Plasticity Index **-** Tested by ASTM D423-66 and D 424-59.

Liquid Limit - 30.0 Maximum
Plasticity Index - 10.0 Maximum
Triaxial Classification - Tested by Texas Highway Department Method TEX 117-E, Part II - minimum class 3.0.

Source Quality Control - The contractor shall exercise caution in the operation of the material source to prevent the inclusion of inferior materials.

3. CONSTRUCTION

A. The subgrade shall be finished true to the lines and grades as shown on the plans or as established by the Engineer and finished within specified tolerances and properly maintained to prevent drying and/or loosening of the surface.

No base material may be dumped on any subgrade until it has been tested and approved by the Engineer.

B. Flexible caliche base material shall be placed in uniform courses and processed to provide a uniformly mixed base course of the proper moisture content for compaction. The processing and compaction procedure used shall provide a uniform base course compacted to ninety-five percent (95%) modified proctor density (YACHT T180) minimum. The minimum thickness of any one compacted course shall be three inches (3"). The maximum thickness of any one compacted course shall be eight inches (8").

Any soft or segregated spots that appear in the base shall be removed, replaced or reprocessed and recompacted prior to final finishing of the base. The finished base shall conform to the lines and grades as shown on the plans or established by the Engineer. Finished tolerances shall not exceed one half inch (1/2") in ten feet (10').

The finished base shall be primed as soon after finishing as practical and shall be protected until the hot mix asphaltic concrete surface is applied. In no case will prime be applied until the finished base has been approved by the Engineer.

4. TESTING

A. All test for approval of the source shall be performed by a commercial lab selected by the owner and shall be paid for by the contractor.

B. Gradation and soil constants tests (ASTM C-136, D423 and D424) and THD Triaxial Test (THD TEX117-E Part II) will be performed for source approval. Should the appearance, workability or other visual checks indicate a possible change in the material being furnished, the Engineer may require the contractor to retest the material for source approval.

C. Field quality control test will consist of the finish tolerance test and density test.

The finish tolerance test will be performed by the contractor at his expense using a 10' rolling straight edge. This test shall be performed at the direction of the Engineer or his representative. When required, the test shall consist of checking one path in each lane with the rolling straight edge.

Density test will be made by the City or a commercial laboratory chosen by the City using Troxler 3411-B nuclear density gauges or approved equal at the minimum rate of one test for each 1000 square yards of base. In no case shall less than three tests be run on any one area processed as a unit. The City will bear the cost of the first test or set of tests only. If the base fails the first test the contractor, at his own expense, will be required to have all subsequent tests performed by the commercial laboratory chosen by the city.

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BITUMINOUS PRIME

1. GENERAL

This item consists of the application of a bituminous prime coat to the finished caliche base in accordance with the provisions of the Specifications.

Qualification of Material Source - Material shall be supplied by a producer with a proven performance record of acceptance by the Texas Highway Department.

Measurement and Payment - Measurement and payment will be at the units and price for the applicable bid item in the proposal.

2. MATERIALS

Cut-back asphalt grade MC-30, Texas Highway Department Item 300.

Source Quality Control - Certificates of compliance to be furnished by the producer to the Engineer.

3. CONSTRUCTION METHODS

Condition of Base - The surface of the base shall be tightly compacted to the line and grade shown on the plans and within the tolerances of the specifications. The surface shall be clean and the base shall contain sufficient moisture to assure the proper penetration of the prime.

The prime shall be applied with an approved distributor to the surface of the base at a rate of between 0.15 and 0.40 gallon per square yard. The application rate shall be varied to meet field conditions and to obtain uniform coverage, and adequate penetration. Properly applied prime coat should penetrate from 3/8" to 1/2" into the base and should cure in approximately 72 hours with ambient temperatures at or near 70 degrees F. The prime shall be applied at a temperature within the range of temperatures recommended in Item 300 of Texas Highway Department Standard Specifications. The temperature shall be varied within this range to provide a viscosity that will assure even spreading and penetration of the base. Air Temperatures at the time of application shall be above 50'F.

BITUMINOUS TACK

1. GENERAL

This item consists of the application of a bituminous tack coat to the primed base or existing asphaltic concrete or Portland cement concrete pavement in accordance with the provisions of the specification.

Qualification of Material Source - Material shall be supplied by producer with a proven performance record of acceptance by the Texas Highway Department.

Measurement and Payment - Measurement and payment will be at the units and price for the applicable bid item in the proposal.

2. MATERIALS

Cut-back asphalt grade RC-250, Texas Highway Department Item 300.

3. CONSTRUCTION METHODS

Conditions of Surface - Prior to application of tack to the base course the prime must be completely penetrated into the base and the surface cleaned of foreign objects.

The tack shall be applied with an approved distributor at a rate of between 0.05 and 0.10 gallons per square yard. The temperature of application shall be within the range recommended by the Texas Highway Department in Item 300. The surface temperature to which tack is being applied shall be above 50 degrees F. at the time of application.

When the asphaltic concrete surface is being placed on primed caliche base, use of the tack coat may be waived by the Engineer if the contractor can show that adequate adhesion of the surface being placed to the base course is achieved without it.

Tack coat shall be placed on all asphaltic concrete or portland cement concrete surfaces on which an additional course of asphaltic concrete surfacing is to be placed. The tack coat shall be rolled with a pneumatic roller to assure even distribution over the entire surface and to achieve proper penetration into and adhesion to the surface being overlayed.

HOT MIX ASPHALTIC CONCRETE

I. GENERAL

Includes the construction of the hot mix asphaltic concrete surface in accordance with lines, grades and the sections shown on the plans and with the provisions of the specifications.

Qualification of Material Sources - Producers of oil asphaltic concrete mixture to have a proven record of acceptance by the Texas Highway Department.

Measurement and Payment - Measurement and payment to be at the units and price for the applicable bid item in the proposal.

2. MATERIALS

Oil Asphalt - Oil asphalt grade AC-l0 or AC-20, Texas Highway Department Item 300. When no asphalt grade is shown on the plans, and unless directed otherwise by the Engineer, asphalt for this project shall be grade AC-10.

Coarse Aggregate - Crushed stone or crushed gravel with a minimum of 75 percent of the aggregates having two or more crushed faces. Additional requirements:

(a) Los Angeles Abrasion: ASTM C l3l, Wear not to exceed 40.

(b) Decantation: Maximum 2.0 percent by weight

Fine Aggregates - Natural sand and screenings crushed from the same or similar material meeting the requirements of the course aggregates. Additional requirements.

(a) Plasticity Index: Maximum of 6.

(b) Sand Equivalents: Minimum of 50 for each individual fine aggregate.

Paving Mixtures - The paving mixture(s) shall be as shown on the plans and details. If no mixtures are shown on the plans surface or wearing courses up to l-3/4 inches thick shall be Type D, base courses up to 2 inches thick shall be Type C and base courses over 2 inches thick shall be Type B or Type A.

(a) Gradation: The master gradations for the paving mixtures are:

TYPE "A" (Coarse Graded Base Course):	Percent Aggregate by weight or volume
Passing 2" sieve	100
Passing l-3/4" sieve	95 to 100
Passing l-3/4" sieve, retained on 7/8" sieve	16 to 42
Passing 7/8" sieve, retained on 3/8" sieve	16 to 42
Passing 3/8" sieve, retained on No. 4 sieve	10 to 26
Passing No. 4 sieve, retained on No. l0 sieve	5 to 21
Total retained on No. l0 sieve	68 to 84
Passing No. l0 sieve, retained on No. 40 sieve	5 to 21
Passing No. 40 sieve, retained on No. 80 sieve	3 to 16
Passing No. 80 sieve, retained on No. 200 sieve	2 to 16
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 7 percent of the mixture by weight.

TYPE "B" (Fine graded Base or Leveling-up course)	Percent Aggregate by Weight or Volume
Passing l" sieve	100
Passing 78" sieve	95 to 100
Passing 7/8" sieve, retained on 3/8" sieve	21 to 53
Passing 3/8" sieve, retained on No. 4 sieve	11 to 42
Passing No. 4 sieve, retained on No. l0 sieve	5 to 26
Total retained on No. l0 sieve	58 to 74
Passing No. l0 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 21
Passing No. 80 sieve, retained on No. 200 sieve	3 to 21
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 7 percent of the mixture by weight.

Type "C" (Coarse Graded Surface Course):	Percent Aggregate by Weight or Volume
Passing 7/8" sieve	100
Passing 5/8" sieve	95 to 100
Passing 5/8" sieve, retained on 3/8" sieve	16 to 42
Passing No. 4 sieve, retained on No. l0 sieve	11 to 37
Total retained on No. l0 sieve	54 to 74
Passing No. l0 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 27
Passing No. 80 sieve, retained on No. 200 Sieve	3 to 27
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 7 percent of the mixture by weight.

TYPE "D" (Fine Graded Surface Course):	Percent Aggregate by Weight or Volume
Passing l/2" sieve	100
Passing 3/8" sieve	85 to 100
Passing 3/8" sieve, retained on 4" sieve	21 to 53
Passing No. 4 sieve, retained on No. l0 sieve	54 to 74
Total retained on No. l0 sieve	54 to 74
Passing No. l0 sieve, retained on No. 40 sieve	6 to 32
Passing No. 40 sieve, retained on No. 80 sieve	4 to 27
Passing No. 80 sieve, retained on No. 200 sieve	3 to 27
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 4 to 8 percent of the mixture by weight.

TYPE "F" (Fine Graded Surface Course):	Percent Aggregate by Weight or Volume
Passing 3/8" sieve	100
Passing No. 4 sieve	95 to 100
Passing No. 4 sieve, retained on No. l0 sieve	58 to 73
Passing No. l0 sieve, retained on No. 40 sieve	6 to 26
Passing No. 40 sieve, retained on No. 80 sieve	3 to 13
Passing No. 80 sieve, retained on No. 200 sieve	2 to 11
Passing No. 200 sieve	1 to 8

The asphaltic material shall form from 3.5 to 6.5 percent of the mixture by weight.

(b) Tolerances: Deviations from job mix formula limited to:

(l) Sizes larger than the l0 sieve- Plus or Minus 4 percent.

(2) No. l0 sieve and smaller - Plus or Minus 3 percent.

(3) The deviation from the job mix formula shall be further limited in that the total deviation from the job mix formula between any two adjacent aggregate grades shall not exceed the allowable deviation for either one.

(4) Asphalt - Plus or Minus 0.3 percent.

(c) Density - The mixture shall be designed to produce an acceptable mixture within tolerance, at or near optimum density. The mixture molded in the laboratory should have the following percent of maximum theoretical density:

Minimum	Maximum	Optimum
96	98	97

(d) Stability: Minimum of 35 Hveem

Source Quality Control - Paving mixture and plant tests to be performed by laboratory selected and paid by the Owner, except as noted.

Job Mix Formula - The contractor shall submit a job mix formula, prepared by laboratory chosen by the owner, at least l0 days in advance of laying operations to allow time for review by the engineer. Substitution of one or more materials will require a new job mix formula and must be approved by the engineer.

The design of job mix formula whether for original submittal or revisions shall be paid for by the contractor.

Plant Tests - Check of raw material uniformity, quality and flow, hot bin gradations, temperature of mixture, mixture tests for density, stability and percent asphalt and other necessary tests to be performed bythe laboratory selected by the owner for each day's production.

Oil Asphalt - Producer to furnish certificates of compliance to the Engineer.

3. CONSTRUCTION METHODS

A. GENERAL

Condition of Base - The surface of the base shall be tight and free of debris. The prime coat shall be uniformly distributed, well penetrated and completely cured prior to application of the tack coat. If the mixture will adhere to the surface of the base without the application of a tack coat, the tack coat can be eliminated. If the surface of the base is one half (l/2") inch or more lower than the proposed bottom of the asphaltic concrete it shall be corrected by placing and compacting a level up course of the asphaltic concrete before the mat is placed on it.

Stockpiling, Storage, Batching and Mixing - Shall meet the requirements of Item 340, "Texas Highway Department l982 Standard Specifications for Road and Bridge Construction.

Weather Limitations - Shall be the requirements of Item 340,"Texas Highway Department l982 Standard Specifications for Road and Bridge Construction." With the added provision that no asphaltic concrete shall be placed when the surface on which the mat is to be placed is below 50 degrees F.

Thickness - Shall be as shown on plans. Unless shown otherwise on the plans, the maximum compacted thickness of any one course of asphaltic concrete shall be two and one-half (2-l/2) times the maximum aggregate size of the mixture being placed. The minimum shall be one (l) inch or one and one fourth (1-1/4) times the maximum particle size which ever is greater.

B. PLACING

Placing of Asphaltic Concrete shall be accomplished using an approved self propelled spreading and finishing machine with a heated vibrating screed capable of producing a surface that will meet the requirements of the typical cross section and the surface test, and when the mixture is dumped directly into the finishing machine shall have adequate power to propel the delivery vehicles in a satisfactory manner. The finishing machine shall be equipped with a flexible spring and/or hydraulic type hitch sufficient in design and capacity to maintain contact between the rear wheels of the hauling equipment and the pusher rollers of the finishing machine while the mixture is being unloaded.

The use of any vehicle which requires dumping directly into the finishing machine and which the finishing machine cannot push or propel in such a manner as to obtain the desired lines and grades without resorting to hand finishing will not be allowed. Vehicles dumping directly or indirectly into the finishing machine shall be so designed and equipped that unloading into the finishing machine can be mechanically and/or automatically operated in such a manner that overloading the finishing machine being used cannot occur and the required lines and grades shall be obtained without resorting to hand finishing.

Automatic screed controls will be required and shall meet the requirements item, 528 "automatic screed controls for asphaltic concrete spreading and finishing machines "Texas Department of Highways and Public Transportation 1982 Specifications for Construction of Highways, Streets and Bridges".

The screed shall be ski controlled using a ski of not less than l8' in length. Curb shoe control will not be allowed.

The spreading and finishing machine shall be maintained in good working order and operated by competent trained personnel.

The Engineer may require the contractor to place a test strip to prove the capability of the machine and the competency of the operating personnel to produce a satisfactory finished surface.

In dips and on curved surfaces where the ski control cannot be used, the surface will be controlled using a l0' straight edge.

Fillet areas, turn outs and other areas not accessible to the spreading machine may be hand laid provided a satisfactory surface is produced.

C. COMPACTION AND FINISHING

Compaction Requirements - The asphaltic concrete surface shall be compacted so that the compacted mixture will contain not more than seven percent (7%) nor less than three percent (3%) air voids.

The surface of the pavement, after compaction, shall be smooth and true to the established line, grade and cross section, and when tested with a l0 foot rolling straightedge, except as provided herein, the maximum deviation shall not exceed l/8 inch in l0 feet, and any surface not meeting this requirement shall be corrected as directed by the engineer.

Raking and Leveling - Minor leveling may be accomplished using asphalt rakes prior to compacting the surface. The surface shall be leveled by loosening the surface of the asphaltic concrete using an asphalt rake then adding or removing material and smoothing the surface. Any large aggregate worked to the surface in this process shall be removed before compaction. The large aggregate shall not be spread over the new asphaltic concrete surface.

Edges and joints with compacted asphalt or concrete gutters shall be carefully squared and excess material removed before compaction. Care shall be taken to see that NO excess material laps over onto the surface of existing asphaltic concrete paving or concrete gutters. Large aggregate worked to the surface in this process shall be removed. It shall not be spread over the new asphaltic concrete surface.

Rolling - In general rolling shall conform to the requirements of item 340 of the Texas Department of Highways and Transportation 1982 Specifications for Construction of Highways, Streets an Bridges except as modified herein.

It shall be the responsibility of the contractor to have rolling equipment available on the job to properly compact the paving mixture in place as required without delay to the lay down operation. Rollers provided shall meet the qualifications for their type as follows:

PNEUMATIC TIRE ROLLERS: The rollers shall be acceptable medium pneumatic tire rollers conforming to the requirements of the item, "Rolling (pneumatic tire)", Type B, unless otherwise specified on plans.

TWO AXLE TANDEM ROLLER: This roller shall be an acceptable power driven tandem roller weighing not less than 8 tons.

THREE WHEEL ROLLER: This roller shall be an acceptable power driven three wheel roller weighing not less than l0 tons.

THREE AXLE TANDEM ROLLER: This roller shall be an acceptable power driven three axle roller weighing not less than l0 tons.

Vibrating rollers will not be used without prior written approval of the engineer. Written approval will be granted only upon demonstration by the contractor that the roller and operator can produce a satisfactory surface within the tolerances of these specifications. Only the operator or operators thus approved will be allowed to operate the vibrating roller on this project.

Areas not accessible to standard rollers shall be compacted using trench rollers, impact tampers, hand tamps or other approved means that will produce the density and surface required.

JOINTS- Shall be carefully rolled to provide compaction of the asphalt against the existing surface or face of the concrete gutter. Joints between concrete gutters and Hot Mix Asphaltic Concrete shall be placed so that the HMAC will be approximately l/2 inch higher than the concrete when compaction is completed. At transverse joints such as valley gutters and fillet areas where finishing asphalt paving 1/2 inch above the edge of concrete will adversely affect ride quality the asphalt shall be finished 1/4 inch above the edge of the concrete.

Transverse joints shall be rolled in the transverse direction with the first pass extending approximately six (6") inches onto the new asphalt each additional pass shall extend approximately twelve (12") inches further onto the new asphalt until the full width of the roller is on the new asphalt. Longitudinal rolling may begin then.

All transverse joints shall be checked with a l0" straight edge while the material is

still hot enough to roll. Any corrections shall be made by loosening the material using an asphalt rake and adding or removing material and recompacting the surface. The surface shall be rechecked and when the joint is acceptable the asphalt spreading machine may proceed with the pass.

Final or finish rolling shall be accomplished using a two axle tandem roller to remove roller marks. This rolling shall be accomplished after the surface has cooled sufficient to minimize further marking but before it is too cool to respond to rolling.

STRAIGHTEDGES AND TEMPLATES - The contractor shall provide acceptable l0 foot straightedge for surface testing. Satisfactory templates shall be provided as required by the Engineer.

4. FIELD QUALITY CONTROL

Test Lots - Field Quality Control Tests shall be made by lot with a lot being the amount of contiguous surface laid in one day. No lot shall exceed l0,000 S.Y. If a days laying exceeds l0,000 S.Y., that days laying shall be divided into two approximately equal lots. The same lot divisions shall be used for all Quality Control Tests. Each separate block or combination of contingeous (blocks) of paving shall be considered as a separate lot even though they may be placed in a single day and do not comprise l0,000 S.Y. of surface.

Surface Tests - Surface tolerance tests will be performed in both longitudinal and transverse directions. The test for longitudinal surface tolerance will be performed with a ten-foot rolling straightedge furnished by the contractor, and calibrated and used in accordance with the manufacturer's recommendation or other approved method.

The maximum allowable deviation in surface shall be 1/8 inch in 10 feet. Tests for longitudinal surface tolerance will be performed by the contractor, accompanied by the engineer within 24 hours of the completion of a lot. One path in each lane for the length of the entire lot will be tested. The location of the test path (Distance from centerline or pavement edge) will be determined by the engineer through the use of random numbers. Any deviations in the surface finish of a roadway wearing course which exceeds l/4 inch must be corrected. After corrections have been made, the entire lot must meet the l/8 inch surface tolerance.

Thin course "scab on" patching will NOT be permitted. Corrections may be made by planning, milling and patching or by removing and replacing affected surface area.

When milling and patching is used to correct surface defects the minimum depth of removal shall be l".

For milling and patching or surface removal the area removed or milled shall be sufficiently large to avoid the appearance of patching.

When planning is used to correct defects the thickness of the remaining paving shall meet the thickness requirements as shown on the plans.

Surface tolerance test will be performed on the last or wearing course only.

Asphaltic concrete pavement constructed under these specifications that does not meet the surface tolerance requirements and is allowed to remain in place will be paid for at a reduced rate determined by multiplying the price bid for the wearing surface course by a surface tolerance quality factor. This rate shall apply to the entire lot.

Lower courses will not be affected by this quality factor but will be paid for at the price bid or such price as it may be affected by other quality factors.

The surface tolerance quality factor will be determined according to the following schedule:

Linear % of pavement exceeding 1/8 inch surface tolerance	Surface tolerance quality factor
0.0 to 1.0	1.0
1.1 to 1.5	0.9
1.6 to 2.5	0.8
over 2.5	0.5

Roadway surface requirements will not be applied for paved drives, aprons, turnouts, and other irregular sections, however, asphaltic concrete shall be placed in such a manner as to provide a neat and uniform appearance and shall be compacted by methods satisfactory to the engineer.

The contractor may request permission to reconstruct a portion of the pavement when, in his opinion, the surface tolerance quality factor can be improved. Upon approval of the engineer, the contractor shall take sufficient tests to isolate the portion or portions of pavement to be pre- constructed and remove and reconstruct the pavement. All costs in connection with this reconstruction are to be born by the contractor. The minimum width of this reconstruction shall be l/2 the street width unless approved otherwise in writing by the engineer. The portions reconstructed shall be re-tested and the surface tolerance quality factor recomputed using the new information along with the test from the area within the portion of the lot not reconstructed.

When other quality factor reductions are provided for on the plans or in the specifications the effect shall be cumulative ie: QFl x QF2 x QF3 x ....x QFn x unit price.

No payment will be made for pavement with a combined quality factor of less than 0.5.

Thickness Test - Thickness test will be made by the engineer on each course of asphaltic concrete laid. Test specimens shall be made by a commercial laboratory selected by the owner. Test specimens shall be cores having a minimum nominal diameter of 6". These cores shall be made in the presence of the inspector at locations designated by the inspector using an approved power operated coring machine.

For thickness and compaction test, each lot shall be divided into approximately equal sublots corresponding in width to each pass of the lay down machine and containing up to but not exceeding 2,000 square yards each. If a lot contains less than 2,000 square yards the engineer may, at his option, divide the lot into two equal sublots, or, if the contractor has a record of satisfactory workmanship, the engineer may waive tests on said lots.

The engineer will locate one test spot for each l,000 S.Y. and/or fraction thereof in each sub-lot using random numbers. If a spot thus located falls within one foot of a longitudinal joint or lip of gutter or within two feet of an unsupported edge or within l5 feet of the beginning or ending edge of a pass, the engineer will relocate the spot using random numbers. The commercial laboratory chosen by the owner will remove the test specimen from each designated spot, mark the specimen and the adjacent pavement for future reference and perform the required tests. Test specimens shall be removed with special caliper type tongs having circular jaws of the diameter of the specimen being removed. These jaws shall grip at least 1/2 of the circumference of the specimen. Screw drivers or other type of prying instruments shall not be used to remove the specimens.

The thickness of a specimen shall be determined by averaging four (4) measurements made at ninety degree (90) intervals around the specimen. Any thickness less than design thickness shall be considered as deficient.

For hot mix asphaltic concrete pavement less than 2 inches thick the maximum allowable deficiency in any one test specimen is l/8 inch provided that no more than twenty five percent (25%) of the specimens tested show a deficiency. For pavement in excess of 2 inches in thickness the maximum allowable deficiency in any one specimen shall be l/8 inch plus l/l6 inch for each additional inch of thickness provided that no more than twenty five percent (25%) of the test specimens show a deficiency.

When a test specimen has a greater deficiency and less than (25%) of the test specimens show a deficiency the contractor shall, at his own expense, determine the extent of the deficiency and correct it by removing and replacing the surface. The minimum width for such correction will be the full width of the pass or passes of the lay down machine in which the deficiency occurs.

The minimum length of such correction shall be three times the width removed. When more than (25%) of the test specimens show a deficiency the surface may at

the engineers option be declared uniformly deficient and the contractor shall correct the deficiency by removing and reconstructing the surface or by constructing an overlay of not less than l inch thickness over the deficient area. The construction of an overlay will require milling at lip lines and dips.

The corrected surface shall meet all the requirements of these specifications.

Asphaltic concrete pavement constructed under these specifications that is less than design thickness, if allowed to remain in place, will be paid for at a reduced rate determined by multiplying the unit price bid in the bid proposal by a thickness quality factor. This rate shall apply to the entire lot in which the deficiency is found.

The thickness quality factor for hot mix asphaltic concrete pavement less than 2 inches in thickness shall be:

Thickness Deficiency	Quality Factor
Maximum l/8" for any one specimen with no more than 25% of the specimens showing a deficiency.	l.0
Pavement not meeting the 25% limitation with an average specimen deficiency up to l/8 inch.	0.75
Average specimen deficiency of l/8 inch to l/4 inch	.55
Average deficiency of more than l/4 inch	0.0

The thickness quality factor for hot mix asphaltic concrete more than 2 inches thick will be l.0 if the maximum deficiency for any one specimen is l/8 inch plus l/l6 inch for each additional inch of thickness over 2 inches and not more than twenty five percent (25%) of the test specimens in the lot are deficient. For thickness test that fall outside this area either by single specimen thickness deficiency or more than twenty five percent (25%) of the specimens showing deficiency the thickness quality factor shall be computed as follows:

$$\text{Thickness Quality Factor} = \frac{1}{\left(\frac{1}{\text{Thickness Ratio}}\right)^2}$$

The thickness ratio for a lot is the average specimen thickness for that lot, with no allowance for thickness in excess of design, divided by the design thickness. For determining the average specimen thickness, those specimens in excess of design thickness shall be considered at design thickness.

The minimum thickness quality factor for which payment will be allowed is .55. Any pavement with a thickness quality factor below .55 will be considered as having a thickness quality factor of 0. This shall apply only if the contractor requests, in writing, to have this paving remain in place and this request is approved in writing by the engineer.

When the deficient area is in a lower course of a multi-course paving structure the contractor may reduce or correct the deficiency by increasing the thickness of the subsequent course or courses as follows:

When subsequent course is	Maximum increase in course thickness
Type B	1/2"
Type C	3/8"
Type D	1/4"

When corrected in this manner the thickness quality factor shall be determined using the combined thickness of the corrected courses and shall apply to all unit prices applicable to this lot.

The contractor may request permission to reconstruct a portion of the pavement when, in his opinion, the thickness quality factor can be improved. Upon approval of the engineer, the contractor shall take sufficient tests to isolate the portion or portions of pavement to be reconstructed and remove and reconstruct the pavement. All cost in connection with this reconstruction are to be born by the contractor. The minimum width of this reconstruction shall be l/2 the street width unless approved otherwise in writing by the engineer. The portions reconstructed shall be retested and the thickness quality factor recomputed using the new information along with the test from the area within the portion of the lot not reconstructed.

When other quality factor reductions are provided for on the plans or in the specifications the effect shall be cumulative ie: QFl x QF2 x QF3 x....x QFn x unit price.

No payment will be made for pavement with a combined quality factor of less than 0.5.

Compaction Test: Compaction test will be made by the commercial laboratory chosen by the owner on the core samples removed from the paving for thickness testing.

The percent air voids will be calculated using maximum theoretical specific gravity of the mixture.

The contractor may attempt to correct deficiencies in compaction by additional pneumatic rolling upon written permission of the engineer. Requests for permission to conduct additional rolling shall be submitted, in writing, to the engineer no later than three days following notification of the deficiency by the commercial laboratory and the additional rolling shall be completed within ten (l0) days following said notification weather permitting.

In no case shall the additional rolling be delayed beyond thirty (30) days from the date the surface was laid. All cost for additional rolling and additional coring and testing of the re-rolled surface shall be born by the contractor.

Asphaltic concrete pavement not meeting this specification and that is allowed to remain in place shall be paid for at a reduced rate determined by multiplying the price bid in the bid proposal by a compaction quality factor determined according to the following schedule:

Percent air voids (average of all specimens for the lot)	Compaction Quality factor	
less than 3	0	
3.0 to 8.0	1.0	
8.1 to 9.0	0.9	
9.1 to 10.0	0.7	
10.1 to 11.0	0.5	and the engineer may require a chip seal to be applied at the contractor's expense
More than 11		0 and the engineer may require a chip seal to be applied at the contractor's expense.

NOTE: HMAC surfacing with between 11% and 15% air voids may, upon written request by the Contractor, be reviewed by the Engineer to determine if it may be left in place. The Engineer's review will consider the type of street and expected traffic conditions among other factors and a written determination will be issued. If the surface is allowed to remain in place, a chip seal will be required at the Contractor's expense. The quality factor for this paving will remain at 0.

The reduced rate shall apply to the entire lot.

The effect of compaction quality factors shall be cumulative and shall be applied as described for surface quality factors and thickness quality factors.

Cost for Field Quality Control - The surface tolerance test shall be made by the contractor at his expense.

The initial thickness and compaction test will be made at no cost to the contractor except for the cost of materials and labor to repair the holes left when cores are removed.

The cost of all thickness test to isolate a deficient area and the cost of retesting the corrected area shall be born by the contractor.

The cost of all retesting of compaction after additional rolling to correct compaction deficiencies shall be born by the contractor.

Areas reconstructed to remedy deficiencies shall meet all the requirements of these specifications and shall be tested in the same manner as original construction. The cost of all tests on reconstructed areas shall be born by the contractor.

5. ADDITIVES

Anti-stripping: An approved liquid anti-stripping agent shall be added to the asphalt used in the hot mix asphaltic concrete. The rate of application shall be in accordance with the manufacturer's recommendation. The minimum anti-stripping agent added shall be one-half (l/2) of l%.

The anti-stripping agent used shall have a proven record when used with similar aggregate and shall be approved by the engineer in writing prior to the date set for reception of bids.

DOUBLE COURSE ASPHALT SURFACE TREATMENT

1. SCOPE

The work to be done under this section consists of furnishing all labor, materials and equipment necessary to construct a Double Asphalt Surface Treatment on the prepared base course in accordance with the sections shown on the plans and as specified herein or as directed by the Engineer.

2. MATERIALS

2.1 Asphalt

The asphalt used shall be of the grade and type specified below. The material shall be homogeneous and free from water, shall not foam when heated to 347° F., and shall meet the following requirements.

Viscosity Grade AC-5
Texas Highway Department 1982 Specifications

Viscosity 140 F. Stokes	500 +/- 100	
	Min.	Max.
Viscosity 140 F. Stokes	1.4	--
Penetration 77° F. 100 g. 5 sec.	135	--
Flash Point C.O.C.F.	425	--
Solubility in trichlorethylene percent	99.0	--

Tests on residues from thin film oven test:

Viscosity 140 F. Stokes	--	1500
Ductility, 77° F. 5 cms per min. cms.	100	--

Spot Test – negative for all grades.

2.2 Aggregate

All aggregate shall be composed of sound and durable particles of crushed stone or crushed gravel. At least eighty-five percent (85%) of the particles of the aggregate retained on the No. 4 sieve shall have one or more crushed faces. Aggregate particles shall be free from organic matter, clay, loam, or pebbles coated therewith, and shall not contain more that (5%) of slate, shale, schist or soft particles of sandstone. The aggregates shall have a percent of wear of not more than thirty-five (35). (Los Angeles Abrasion Tests of Coarse Aggregate, AASHO Designation

T-96 as revised). Crushed limestone will not be acceptable for this project.

Double Asphalt Surface Treatment

No. 1 Aggregate –	Retained on ¾" Sieve -	0% by weight
(Texas Highway	Retained on 5/8" Sieve -	0 – 2% by weight
Department 1982	Retained on ½" Sieve -	20, 35% by weight
Grade 3)	Retained on 3/8" Sieve -	85 – 100% by weight
	Retained on ¼" Sieve	95 – 100% by weight
	Retained on No. 10 Sieve-	99-100% by weight

No. 2 Aggregate -	Retained on ½" Sieve -	0% by weight
(Texas Highway	Retained on 3/8" Sieve -	0 – 5% by weight
Department 1982	Retained on No. 4 Sieve -	40 – 85% by weight
Grade 5)	retained on No. 10 Sieve -	98 –100% by weight
	Retained on No. 20 Sieve-	99 100% by weight

3. CONSTRUCTION METHODS

3.1 Preparation of base

If the surface of the base course is not in proper condition for placement of surfacing, it shall first be brought true to the section and grade as established. The base shall be checked, and any deviation in excess of ¼-inch from grade or from true cross section shall be corrected by scarifying then adding or removing material, reshaping and re-compacting by sprinkling and rolling. No "scab" or "featheredge" patches will be permitted. After correction of any defects in the base, it shall be cleaned of dirt, dust, or other deleterious material by sweeping or other approved methods and primed.

The base course shall be primed with MC-30 Asphalt as directed by the Engineer. The asphalt used shall meet the 1982 Texas Highway Department Specifications Item 300.

The base course shall be checked at least 24 hours in advance of placing the surfacing and any defects shall be repaired and re-primed. Immediately prior to placing the surfacing, the base shall be cleaned of all dirt, dust, or other deleterious materials by sweeping with rotary and hand brooms or other approved methods.

Prime coats shall not be applied more than 7 days in advance of placing the surface course. Areas that have been primed longer than the time

specified above prior to placing the surface course shall be re-primed at the Contractor's expense.

3.2 Handling and Applying Asphalt

All storage tanks, piping, retorts, booster tanks, and distributors used in storing or handling asphalt shall be kept clean and in good operating condition at all times, and they shall be operated in such a manner that there will be no contamination of the asphalt with foreign material. Asphalt shall not be heated above 400° F. at any time, and when applied, it shall be at a temperature of not less than 300° F. and not more than 350° F. The Engineer will select the temperature of application, and the Contractor shall apply the asphalt at a temperature within 15° of the temperature selected. All asphalt material heated above 400° F. will be rejected. Re-circulating heating equipment shall be equipped with recording temperature gauges.

The prime coat shall not be applied when the air temperature is below 50° F. and falling or when in the opinion of the Engineer weather conditions are not suitable. Prime coat shall not be applied when the temperature of the surface on which it is to be applied is less than 40° F. The prime coat shall be applied at least 24 hours in advance of placing the surface course. Prime coat shall be applied with an approved distributor at a rate of 0.30 gallon per square yard, or as directed by the Engineer.

Double Asphalt Surface Treatment shall not be applied when the temperature of the surface on which it is to be placed is below 50° F. and is falling but may be applied when the air temperature is above 40° F. and rising. No asphalt shall be placed when general weather conditions, in the opinion of the engineer, are unsuitable. No double asphalt surface treatment shall be placed from September 30 to April 15.

Asphalt shall be applied on the clean surface by an approved type of self-propelled pressure distributor so operated as to distribute the material in the quantity specified, evenly and smoothly, under a pressure necessary for proper distribution. The Contractor shall provide necessary facilities for determining the temperature of the asphalt in all of the heating equipment and in the distributor, for determining the rate and pressure at which it is applied, and for securing uniformity at the junction of two distributor loads. The beginning and ending of each shot of asphalt shall start and stop on a strip of heavy craft paper of not less than thirty (30) inches in width.

In areas inaccessible to the distributor, asphalt shall be applied by means of a hose and spray nozzles attached to the distributor. Care shall be

taken during application of any asphalt to shield the curb and gutter from the asphalt spray; satisfactory means of handling this matter will be insisted upon.

3.3 Application of Aggregate

Immediately after making the first application of asphalt, the surface shall be covered with No. 1 aggregate. The aggregate shall be spread with an approved self-propelled continuous feet aggregate spreader box, or approved equal, at rates as specified below or as directed by the Engineer. If necessary to obtain uniform distribution of aggregates, hand brooming and hand spotting of aggregates will be required. After completion of placing the aggregates, all areas shall be bull-wheeled with a three- wheeled roller weighing not less than 8 tons followed immediately by two complete passes with an approved self propelled pneumatic roller.

The second application of asphalt shall then be made and the No. 2 aggregate shall be applied in the same manner as stated above for the No. 1 aggregate. The Contractor shall be responsible for the maintenance of the surface and the distribution of the excess aggregate until the work is accepted.

On the two successive days following completion of the work as specified above, all areas shall be rolled with at least four complete coverage's with a pneumatic roller. This rolling shall be done in the warm part of the day.

3.4 Rate of Application of Materials

The asphalt and aggregate shall be applied at the rates specified in the following schedule:

Double Asphalt Surface Treatment

Application	Aggregate Gal. Asphalt/Sq. Yd.	Aggregate Cu. Yd. To Sq. Yds.	Designation
First	0.30	1:70	No. 1
Second	0.40	1:110	No. 2

3.5 Cleanup

After completion of the asphalt surfacing, all debris resulting from the construction shall be cleaned up and removed from the site of the work to

an approved place of disposal. The ditches, shoulders and back slopes shall be bladed and graded to true grades and cross sections as shown on the plans. The entire premises of the work shall be left in a clean condition satisfactory to the Engineer, and all costs of cleanup shall be included in the contract unit prices for the items of work involved.

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2. MATERIALS 1
2.1 Asphalt 1
Viscosity Grade AC-5 1
Texas Highway Department 1982 Specifications 1
Viscosity 140 F. Stokes 1.4 --..... 1
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3/2006

PREPARATION OF ASPHALTIC CONCRETE SURFACE FOR OVERLAY OR SEAL COAT

1. GENERAL

This item includes patching, milling and incidentals to prepare the asphaltic concrete surface for tack coating and overlay or for application of a seal coat.

2. MATERIALS

a. Asphalt

Asphalt for hot mix asphaltic concrete shall be Grade ACl0 Texas Highway Department Item 300.

Asphaltic concrete shall be Type D or Type F Texas Highway Department Item 340 except when the overlay is the second phase of phased construction in which case the asphaltic concrete for full depth patching shall be the grade as shown on the plans.

b. Portland Cement Stabilized Base

Cement stabilized base shall conform to Texas Highway Department Item 274 and shall consist of caliche base materials described in Section 2-C of this specification. Stabilized using 2 sacks of Portland cement per cubic yard. Cement stabilized base may be blade mixed at or near the job site if the contractor can produce a uniformly mixed acceptable product by this method.

3. PATCHING

a. Patching Surface Raveling

Where, in the opinion of the engineer, surface raveling has caused sufficient loss of material to require patching, the contractor shall thoroughly clean the area to be patched by brooming, and/or compressed air nozzle. When the patched area is completely free of loose aggregate and other foreign matter the contractor shall lightly brush the area with emulsified asphalt type SS1 and apply Type F hot mix asphaltic concrete. The asphaltic concrete shall be raked using an asphalt rake and finished smooth a little higher than the existing surrounding surface and compacted using a steel wheel roller and/or a pneumatic roller. Rollers shall be sufficient size and weight to achieve

adequate compaction. Small areas may be compacted using vibrating plate compacters when approved by the Engineer.

b. Patching Deteriorated Surface

When, in the opinion of the engineer, the surface has deteriorated to a point where replacement is required the engineer shall mark the area to be removed and replaced. The contractor shall saw cut for the full depth of the asphaltic concrete and remove said pavement. The saw cut shall be rectangular in shape with the edges being parallel to and at 90` to the centerline of the street. The minimum width for any patch shall be one (l') foot. After the surface has been removed the base shall be carefully smoothed and all loose base material shall be removed. When needed the base shall be reprimed using a light shot of RC 250 or MC 30 asphalt. After the prime coat has penetrated the base material, the contractor shall apply tack coat to the sawed edges of the surface and place Type D asphaltic concrete to a sufficient depth above the existing surface to provide a compacted surface slightly higher than the adjacent surface. The patch shall be compacted to a density of 92% to 97% Rice density using steel wheel and or pneumatic rollers.

c. Patching Deteriorated Substructure

When the base and or subgrade have failed and are to be removed, the contractor shall remove the surface as specified for deteriorated surface patching. The weakened base shall be removed to a uniform depth to expose undamaged base or subgrade. The minimum depth of removal shall be six (6") inches. The base and subgrade thus removed shall be replaced with Portland cement stabilize base and compacted to 95% modified proctor density and finished at the level of the abutting base. The finished base shall be primed and the surface replaced as specified for patching deteriorated surface.

4. MILLING

Surface milling shall be accomplished using approved asphalt milling machines. The maximum depth of milling shall be one (l") inch.

Milling shall be as directed by the engineer to remove asphaltic concrete placed at valley gutters, gutters and at the ends of the first phase of phased construction for drainage and to remove the asphaltic concrete placed for a smooth connection between that phase and the existing paving. The Engineer may also direct milling to

remove ridges and ruts that have formed on the pavement surface.

The Contractor shall be responsible for controlling the milling operation so that only these areas which require milling are milled. No measurement or payment will be made for milling where only superficial surface marks are left and from which no material is removed. When milling is required to remove ridges and ruts the low areas between ridges and ruts will be considered as "milled surface" for payment.

If a smooth straight joint can not be made by milling the contractor may be required to saw cut a one (l") inch depth groove at the edge of the milled area and remove material between the saw cut and the milled area by hand. No separate payment will be made for this saw cut when required.

5. MEASUREMENT AND PAYMENT

a. Patching Surface Raveling

Measurement will be made of the actual square footage of surface area patched. Payment will be made at the price bid per square foot for patching surface raveling in the bid proposal.

b. Patching Deteriorated Surface

Measurement will be made of the square yards of street surface replaced.

Payment will be made for the actual number of square yards of street surface replaced at the price bid per square yard for patching deteriorated surface in the bid proposal.

c. Portland Cement Stabilized Base

Measurement will be made of the actual cubic yards of compacted cement stabilized base in place.

Payment will be made at the price per cubic yard bid for compacted in place Portland cement stabilized base in the bid proposal.

d. Saw Cutting

Measurement will be made of the actual length of full depth saw cut made as directed by the engineer. No measurement will be made of the sawing required to square up poor milling edges.

Payment will be made at the price per linear foot of full depth saw cutting for the actual number of feet of saw cut as measured above.

No payment will be made for saw cutting required to square up the edges left by improper, inadequate or poor quality milling.

e. Milling

Measurement will be made of the actual area milled. No measurement will be made of areas where milling leaves only superficial surface marks from which no material was removed.

Payment will be made for the actual number of square yards of surface milling as measured above at the unit price bid per square yard of surface milling in the bid proposal.

01/04

SEAL COAT

I. DESCRIPTION

This item shall consist of the application of liquid asphalt to the existing pavement surface followed by placement of cover aggregate and rolled to increase adhesion, together with other operations necessary to form a complete durable seal coat.

II. MATERIALS

A. Asphaltic Materials

The material shall be homogeneous, shall be free from water, shall not foam when heated to 347 degrees F and shall meet the following requirements:

		VISCOSITY GRADE	
TEST		AC-5 Min/Max	AC-10 Min/Max
Viscosity, 140 F stokes		500+100	1000+200
Viscosity, 275 stokes		1.4	1.9
Penetration, 77F, 100g, 5 sec.		135	85
Flash Point, C.O.C.F.		425	450
Solubility in trichlorethylene	%	99.0	99.0
Tests on residues from thin film oven test: Viscosity, 140 F stokes		1500	3000
Ductility, 77 F 5cms per min, cms		100	70
Spot Test		Negative for all grades	

B. Storage, Heating and Application Temperatures

Asphalt materials should be applied at the temperature which provides proper and uniform distribution and within practical limits avoiding higher temperatures than necessary. Satisfactory application usually should be obtained within the recommended ranges shown below. No material shall be heated above the following maximum temperatures:

Applications and Mixing

TYPE-GRADE	Recommended Range, F	Maximum Allowable, F	Heating and Storage Maximum, F
AC-5, 10	275-350	375	400

NOTE:Heating of asphalt materials (except emulsions) constitutes a fire hazard to various degrees. Proper precautions should be used in all cases and especially with RC cutbacks.

Warning to Contractors: Attention is called to the fact that asphaltic materials are very flammable. The utmost care shall be taken to prevent open flames from coming in contact with the asphaltic materials or the gases of same. The Contractor shall be responsible for damages from any fires or accidents which may result from heating the asphaltic materials.

C. Additives

1. Latex Additive: A minimum of two percent by weight latex additive (solids basis) shall be added to AC-5 asphalt when specified on the plans or in other specifications in the contract. The latex additive shall be governed by the following specifications:

The latex is to be an anionic emulsion of butadiene-styrene low-temperature copolymer in water, stabilized with fatty-acid soap so as to have good storage stability, and possessing the following properties:

Monomer ratio, B/S 70/30
Minimum solids content 67%
Solids content per gal @ 67% ..... 5.3 lbs
Coagulum on 80-mesh screen ..... 0.1% max

Type Anti-oxidant ..... staining
Mooney Viscosity of Polymer
(M/L4 @ 212 F) ....100 min
pH of Latex ..... 9.4 - 10.5
Surface Tension ..... 28-42 dynes/cm^2
Brookfield Viscosity
of Latex ..... 1200 ps max @ 67% solids

The finished latex-asphalt shall meet the following requirements:

Viscosity at 140 F, stokes ..... 1500 max
Ductility at 39.2F, 1cm per min, cm..... 100 min

2. Anti-stripping Agent. An approved liquid anti-stripping agent shall be added to the asphalt used on this project when called for on the plans or elsewhere in the specifications or bid proposal. The rate of application shall be in accordance with the manufacturers recommendations. The minimum anti-stripping agent added shall be one/half (1/2) of 1%. The anti-stripping agent shall be Permatac or approved equal.

D. Regular Aggregate

Regular aggregate shall be Type B Grade 4 or Grade 5 crushed gravel, or crushed stone as specified in Item 302 of the Texas State Department of Highways and Public Transportation (T.S.D.H.P.T.) 1982 Standard Specification for Construction of Highways, Streets, and Bridges with the following exceptions:

1. Limestone other than natural limestone rock asphalt will not be approved for use on this project.

2. Aggregate shall contain not more than 1% by weight of organic matter, clays, loam or pebbles coated therewith and shall contain not more than 5% by weight of any one of or combination of slate, shale, schist or soft particles of sandstone when tested in accordance with Test Method Tex-217-F.

3. Aggregate Gradation, expressed as a percentage of weight, shall be as follows:

Grade 4	Percent by Weight		
Retained on 5/8" sieve			0
Retained on 1/2" sieve	0	-	2
Retained on 3/8" sieve	5	-	35
Retained on No. 4 sieve	80	-	100
Retained on No. 10 sieve	98	-	100
Passing No. 200 sieve	0	-	0.5

Grade 5	Percent by Weight		
Retained on 1/2" sieve			0
Retained on 3/8" sieve	0	-	5
Retained on No. 4 sieve	40	-	85
Retained on No. 10 sieve	98	-	100
Retained on No. 20 sieve	99	-	100

When no aggregate grade is shown on the plans or called for elsewhere in the specifications or bid proposal, Grade 5 aggregate will be furnished.

4. The percent of wear, as determined by ASTM C-131, shall not exceed 25%.

5. The percent loss of the aggregate, as determined by ASTM C-88 using a magnesium sulfate solution and a four cycle test, shall not exceed 30%.

E. Precoated Aggregate

Precoated aggregate shall be Type PB Grade 4 or Grade 5 crushed gravel, or crushed stone as specified in Item 304 of the T.S.D.H.P.T. 1982 Standard Specification for Construction of Highways, Streets, and Bridges with the following exceptions:

1. Those exceptions listed in Paragraph II 2(B) above.

2. The precoated aggregate shall be coated with 1.0 to 2.0 per cent by weight of asphaltic cement of Grade AC-20.

F. Joint Paper

Paper used for starting and stopping asphalt application, as well as making fabricated paper discs to protect manhole covers and valve covers, shall be a non-absorbent, high grade 60# Kraft paper, 30" in width.

The contractor shall cover all manhole and valve box lids with paper discs, furnished by Contractor, immediately before application of asphalt and remove same immediately after application of rock.

G. Delivery Tickets

A legible copy of the delivery tickets for all materials to be used on this project shall be furnished to the City's representative at the time materials are delivered to the project stock pile and storage site.

III. CONSTRUCTION METHODS

A. Equipment

In general, all equipment used on this project shall be in good working order and in sufficient quantity to insure proper expedition of the seal operation.

1. Asphalt Handling Equipment

The asphalt distributor shall have been recently calibrated and the Engineer shall be furnished an accurate and satisfactory record of such calibration. The distributor shall be an approved type of self-propelled pressure distributor so operated as to distribute the material in the quantity specified, evenly and smoothly, under a pressure necessary for proper distribution. The Contractor shall provide all necessary facilities for determining the temperature of the asphaltic material in all of the heating equipment and in the distributor, for determining the rate at which asphalt is applied, and for securing uniformity at the junction of two distributor loads. All storage tanks, piping, retorts, booster tanks, and distributors used in storing or handling asphaltic material shall be kept clean and in good operating

condition at all times, and they shall be operated in such manner that there will be no contamination of the asphalt with foreign material. It shall be the responsibility of the Contractor to provide and maintain in good working order a recording thermometer at the storage heating unit at all times.

2. Drag Broom

A drag broom shall be required if the aggregate is not properly distributed. The drag broom shall be furnished at no additional cost to the City.

3. Pneumatic-tire Roller

Pneumatic-tire rollers shall be of the self-propelled type consisting of not less than 7 pneumatic-tired wheels, running on axles in such manner that the rear group of tires will not follow in the tracks of the forward group, and mounted on a rigid frame and provided with a loading platform or body suitable for ballast loading. The roller shall be not less that 10 tons in weight and carry not less than 50 pounds pressure in each tire.

4. Aggregate Spreader

Aggregate spreader shall be an approved self-propelled continuous feed aggregate spreader. The spreader shall be equipped with a disposable trash box for placing debris removed from spreader box scalping screen.

5. Miscellaneous Equipment

The Contractor shall have available for immediate use at no additional cost one rock blade and one drag broom if their use is required by the Engineer. These pieces of equipment shall not be pulled by rollers. In addition, the Contractor shall furnish one tail gate aggregate spreader and one dump truck, equipped to receive the tail gate spreader.

6. Truck Scale

A truck scale conforming to the requirements of item 520 of "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges" shall be furnished by the Contractor at aggregate stockpile sites.

B. Surface Preparation

The City of Midland will sweep all streets to be sealed ahead of the Contractor. This sweeping by the City of Midland is not intended to be a final cleaning preparation for the application of asphalt but is intended as an aid to the Contractor.

Prior to placing the seal coat, loose dirt and other objectionable material shall be removed from the existing surface by the Contractor. The surface will be cleaned with rotary brooms. Hand brooms will be used in areas not accessible to the rotary broom. The Engineer shall approve all streets before application of any asphalt.

C. Application of Bituminous Material

Paper shall be spread on the surface for a sufficient distance back form the end of each application so that flow through sprays may be started and stopped on the paper, and so that all sprays will operate properly over the entire length being treated.

No asphaltic material shall be applied when the total of air temperature plus pavement surface temperature is less than 120" F.

No equipment or vehicular traffic shall be allowed to cross over joint paper in place, except the distributor.

Immediately following the application of asphaltic material, the Contractor shall remove all joint paper and load same on a designated vehicle. At the end of each day, all paper shall be disposed of at the City Landfill.

Following all preparation outlined above, the Contractor shall immediately apply asphaltic materials at the specified rates and temperatures designated by the Engineer.

If the Contractor employs only one distributor in the seal operation, he shall be required to seal all designated filets and street stubs in the seal area before moving to another section of the City. If two distributors are used, one distributor will be employed only to seal filets and street stubs.

The use of a second distributor to seal filets and street stubs shall require the following additional equipment; one dump truck equipped with tailgate spreader, and one self-propelled pneumatic roller. All rolling shall be deferred until aggregate is dry.

D. Application of Aggregate

Aggregate shall be immediately and uniformly applied and spread by an approved self-propelled continuous-feed aggregate -8- spreader, unless otherwise authorized by the Engineer. Aggregate shall be applied at the approximately rate directed by the Engineer.

Vehicles used to transport aggregate from stockpiled area to spreading machine shall be weighed and a weight ticket issued for each load. Weight tickets shall show truck identification No., tare weight of truck, gross weight, and net weight of aggregate. The weight ticket shall be delivered to the city's representative at the aggregate spreader.

E. Rolling

A minimum of three (3) rollers shall be employed by the Contractor. Rolling shall be controlled by the Engineer during the entire project. The speed of all rollers will be held to a maximum of 5 miles per hour during the rolling process. When surface moisture is present on aggregate, "Rolling shall be deferred until aggregate is dry.

F. Stockpiling

All aggregate stockpiles shall be placed on a paved surface or areas acceptable to the Engineer.

When dust from the aggregate creates a nuisance or when aggregate fails to adhere to the asphalt the Engineer may require the Contractor to "water down" the aggregate stock pile.

When, directed by the Engineer, or desired by the Contractor, aggregate stockpiles will be "watered down". When the "watered down" aggregate does not adhere to the asphalt properly the Engineer may direct that water for this purpose contain 5% EA10S emulsified asphalt and/or an approved wetting agent. The Engineer may direct the contractor to increase the amount of emulsified asphalt added to the water if, in his opinion, desired results are not being achieved. No separate payment shall be made for emulsified asphalt, water or wetting agent but the cost shall be considered as an incidental cost for furnishing satisfactory aggregate.

G. Cleanup

Clean up shall be maintained on a timely manner as the work progresses. All debris scattered on the sidewalks and driveways shall be swept up by the Contractor. Sweeping debris onto freshly sealed streets shall not be allowed.

City forces will remove excess aggregate from the street and gutters after the project is completed.

H. Maintenance

The Contractor will be required to maintain all sealed streets until final acceptance of the project by the Engineer. Maintenance shall consist of adding additional coverstone when required, rolling, pony blading, or drag brooming.

IV. MEASUREMENT

Asphaltic material shall be measured in gallons at the applied temperature at the point of application.

Aggregate shall be measured by the ton in vehicles as delivered to the aggregate spreader and applied on the street. Trucks will not be allowed to leave the construction area with a partial load. If it becomes necessary for a truck to leave the area because of mechanical failure or other reasons, a second weigh ticket for that truck will be required.

Rolling shall be measured by the hours of actual rolling for each roller.

V. PAYMENT

Payment shall be made as provided under "Measurement" at the unit price bid for "aggregate", "asphalt", and "rolling" and shall be full compensation for furnishing and incorporating the materials "Aggregate" and "Asphalt" (and additives where applicable) into a composite product; for delivering, stockpiling; for brooming, compaction, and rolling; for cleaning the existing surface; for cleaning excess bituminous material; cleaning gutters; for cleaning sidewalks and driveways; for cleaning stockpile sites; for all required maintenance; for pony blading; for drag brooming; for adding additional cover aggregate; for all labor, equipment, supervision, tools, overhead, profit, and any other incidentals necessary to complete the work required under the conditions of these plans and specifications to the satisfaction of the Engineer.

08/07

ASPHALT - RUBBER SEAL COAT

(Stress Absorbing Membrane)

1. SCOPE

This specification covers the material, equipment, and construction procedures for a Stress Absorbing Membrane (seal coat).

2. PREQUALIFICATION OF A NEW ASPHALT-RUBBER MATERIAL

Pre-qualification of a new asphalt-rubber material or applicator may be requested at any time. Pre-qualification will be based on three controlled field applications evaluated after three years' performance under traffic. New asphalt-rubber material that has been evaluated and pre-qualified by an agency recognized nationally may be pre-qualified by that agency upon disclosure of suitable evidence of successful performance. Notwithstanding other agency pre-qualification, the City reserves the right to withhold pre-qualification pending the performance evaluation of local controlled field applications.

3. MATERIALS

3.1 Asphalt

The grade of asphalt cement for the asphalt-rubber mixture shall be AC - 5 or AC - 10 which shall comply with the requirements of Item 300 "Asphalt, oils and emulsions" of Texas State Department of Highways and Public Transportation 1982 Standard Specification for Construction of Highways, Streets and Bridges. The grade selected shall be based on laboratory testing by the asphalt-rubber supplier, to insure compatibility with the granulated reclaimed rubber.

If indicated necessary by laboratory testing, an approved anti-stripping additive may be added to the asphalt cement up to 1.0 percent by weight of asphalt.

3.2 Granulated Reclaimed Rubber

The granulated reclaimed rubber used shall be produced primarily from the processing of automobile and truck tires. The rubber shall be produced by ambient temperature grinding processes only.

The gradation of the granulated reclaimed rubber when tested in accordance with ASTM C-136 and using a 50 gram +/- 1 gram sample, shall meet the

following requirements:

Sieve Sizes	Percent Passing
#8	100
#10	95 - 100
#16	40 - 60
#30	0 - 10
#50	0 - 5

The use of rubber from multiple sources is acceptable provided that the overall blend of rubber meets the gradation requirements.

The individual granulated rubber particles, irrespective of diameter, shall not be greater in length than 3/16 inch (5mm).

The granulated rubber shall have a specific gravity of 1.15 +/- 0.05 and shall be free of loose fabric, wire and other contaminants except that up to 4 percent (by weight of rubber) calcium carbonate or talc may be added to prevent rubber particles from sticking together. The rubber shall be sufficiently dry so as to be free flowing and not produce a foaming problem when blended with the hot asphalt cement.

The granulated reclaimed rubber shall be accepted by certification from the rubber supplier.

3.3 **Diluent**

The diluent shall have the following properties:

Flash Point	130^{o} F Minimum
Initial Boiling Point (ASTM D-86)	340^{o} F Minimum
Dry Point (ASTM D-86)	390^{o} - 415^{o} F
Total Saturates	85% Minimum

3.4 **Asphalt - Rubber**

The asphalt-rubber supplier shall furnish to the engineer a minimum of 10 days before the beginning of membrane placement, the asphalt-rubber mix formulation which shall contain the following information:

Asphalt Cement
Source of Asphalt Cement

Grade of Asphalt Cement
Percentage of Asphalt Cement by total weight of the asphalt-rubber mixture.

Granulated Reclaimed Rubber
Source of Granulated Rubber
Grade of Granulated Rubber
Percentage of Granulated Rubber by total weight of the asphalt-rubber mixture.

If granulated rubber from more than one source is utilized the above information will be required for each granulated rubber used.

Diluent
Source of Diluent
Grade of Diluent
Percentage of Diluent allowable by volume of the asphalt-rubber mixture.

3.5 **Cover Aggregate**

Aggregate shall be composed of a clean and durable crushed rock, crushed gravel or crushed slag conforming to Item 304 "Aggregate for Surface Treatments (pre-coated)" of Texas State Department of Highways and Public Transportation 1982 Standard Specification for Construction of Highways, Streets and Bridges, grade No. 3 or No. 4.

Proposed aggregate samples shall be submitted to the asphalt-rubber supplier a minimum of 21 days prior to application, to test for aggregate stripping characteristics. The results shall be submitted to the engineer. Anti-strip will be included as a contingency bid item.

4. **EQUIPMENT**

4.1 **General**

The equipment used by the contractor shall include a self propelled rotary power broom or mobile pickup broom for pavement cleaning and excess cover material removal.

4.2 **Asphalt-Rubber Equipment**

All equipment utilized in the production and application of the asphalt-rubber shall be so designed and accessible that the Engineer can readily determine

the percentage by weight for each material being incorporated into the mixture and shall be as described as follows:

4.2.1 An asphalt heating tank with a hot oil heat transfer system or retort heating system capable of heating asphalt cement to the necessary temperature for blending with the granulated rubber. This unit shall be capable of heating a minimum of 3,000 gallons of asphalt cement.

4.2.2 An asphalt-rubber mechanical blender with a two stage continuous mixing process capable of producing a homogenous mixture of asphalt cement and granulated rubber, at the mix design specified ratios, as directed by the engineer. This unit shall be equipped with a granulated rubber feed system capable of supplying the asphalt cement feed system, as not to interrupt the continuity of the blending process. A separate asphalt cement feed pump and finished product pump are required. This unit shall have both an asphalt cement totaling meter in gallons and a flow rate meter in gallons per minute.

4.2.3 A truck mounted self powered distributor truck equipped with a retort heating unit, and an internal mixing device capable of maintaining a uniform mixture of asphalt cement and granulated rubber. It shall be equipped with a full circulating spreader bar and a pumping system capable of applying asphalt-rubber material within +/- .05 gallons per square yard tolerance of the specified application rate and must give a uniform covering of the surface to be treated. The distributor shall have a boot board on the rear of the vehicle and a bootman shall accompany the distributor. The bootman shall ride in a position so that all spray bar tips are in full view and readily accessible for unplugging if a plugged tip should occur. The distributor shall also include a tachometer, pressure gauge, volume measuring device and a thermometer.

4.3 Cover Material Spreader

The cover material (chip) spreader shall be a self-propelled machine with an aggregate receiving hopper in the rear, belt conveyors to carry the aggregate to the front, and a spreading hopper equipped with a full-width distribution auger and spread roll. The spreader shall be in good mechanical condition and be capable of applying the cover material uniformly across the spread at the specified rate.

4.4 Rolling Equipment

A minimum of three operational self-propelled pneumatic-tired rollers shall be used for the required rolling of the cover material. The pneumatic tired rollers shall carry a minimum loading of 3,000 pounds on each wheel and a

minimum air pressure of 100 pounds per square inch in each tire.

4.5 **Hauling Equipment**

Trucks for hauling cover material shall be tailgate discharge and shall be equipped with a device to lock onto the hitch at the rear of the cover material spreader. Haul trucks shall also be compatible with the cover aggregate spreader so that the dump bed will not push down on the spreader when fully raised or have too short a bed which results in aggregate spillage while dumping into the receiving hopper.

5. **CONSTRUCTION**

5.1 **General**

Streets to receive the asphalt-rubber stress absorbing membrane or seal coat shall be prepared in accord with Section 2-C-1 "Preparation of Asphaltic Concrete Surface for Overlay or Seal Coat" of these specifications.

Immediately prior to the application of the asphalt-rubber membrane, the surface shall be thoroughly cleaned in order to insure adequate adhesion of the asphalt-rubber to the pavement.

Due to the handling characteristics of asphalt-rubber, when radii and other irregular areas are to be sealed it is recommended that this be done with an RS or CRS chip seal emulsion or paving grade asphalt cement.

5.2 **Asphalt-Rubber Mixing and Reaction**

The percentage of granulated rubber shall be 23 percent plus or minus 3 percent by weight of total asphalt-rubber mixture, the exact granulated rubber content shall be as determined by the mix design submitted by the asphalt-rubber supplier. During membrane placement the granulated rubber percentage shall not fluctuate more than 1 percent by weight of total asphalt-rubber mixture.

The temperature of the asphalt cement shall be between 350^{o} and 400^{o} F at the addition of the granulated rubber. The asphalt and rubber shall be combined and mixed together in the asphalt-rubber blending unit and reacted in the distributor for a period of time as required by the engineer which shall be based on laboratory testing by the asphalt-rubber supplier. The temperature of the asphalt-rubber mixture shall be above 350^{o} F during the reaction period.

After the reaction between asphalt cement and granulated rubber has occurred, the viscosity of the hot asphalt-rubber-mixture may be adjusted for spraying and/or better "wetting" of the cover material by the addition of a diluent. The diluent shall comply with the requirements of Section 3.3 and shall not exceed 7.5 percent by volume of the hot asphalt-rubber mixture.

When a job delay occurs after full reaction, the asphalt-rubber may be allowed to cool. The asphalt-rubber shall be reheated slowly just prior to application but not to a temperature exceeding 350° F. An additional quantity of diluent not exceeding 3 percent by volume of the hot asphalt-rubber mixture may be added after reheating.

5.3 Application of Asphalt-Rubber Material

Placement of the asphalt-rubber membrane shall be made only under the following conditions.

1. The pavement surface temperature shall be 45° F and rising.

2. The pavement surface is clean and absolutely dry.

3. The wind conditions are not excessive.

4. All construction equipment such as asphalt-rubber distributor, cover material spreader, haul trucks with cover material, and rollers are in position and ready to commence membrane placement operations.

5. Rain is not imminent.

The asphalt-rubber mixture shall be applied at a temperature of 300° to 350° F at a rate of between .55 and .65 gallons per square yard. Transverse joints shall be constructed by placing building paper across and over the end of the previous asphalt-rubber application. Once the spraying has progressed beyond the paper, the paper shall be removed immediately and disposed of as directed by the engineer. All longitudinal joints shall not exceed a four inch overlap.

5.4 Application of Cover Material

Cover material shall be applied immediately to the asphalt-rubber after spreading at a rate of 25 to 35 pounds per square yard.
At the time of application to the asphalt-rubber, cover material shall be

surface dry so as to gain proper adhesion to the asphalt-rubber material.

5.5 Rolling

At least three operational pneumatic-tired rollers complying with the requirements of Section 4.4 shall be provided to accomplish the required embedment of the cover material. At some project locations or where production rates dictate, fewer rollers may be utilized as directed by the engineer. At no time shall there be less than two operational pneumatic tired rollers on a project.

Sufficient rollers shall be used for the initial rolling to cover the width of the aggregate spread with one pass. The first pass shall be made immediately behind the cover material spreader, and if the spreading is stopped for an extended period, the cover material spreader shall be moved ahead or off the site so that all cover material may be immediately rolled. Four complete passes with rollers shall be made with all rolling completed within one hour after the application of the cover material.

5.6 Traffic Control

Except when it is necessary that hauling equipment must travel on the newly applied membrane, traffic of all types must be kept off the membrane until it has had time to set properly. The speed of all hauling equipment shall not exceed 15 miles per hour when traveling over a membrane which is not adequately set. The minimum traffic free period shall not be less than one hour.

5.7 Removing Loose Cover Material

Sweeping can begin a minimum of one hour after membrane placement.

5.8 Method of Measurement and Basis of Payment

5.8.1 Asphalt-Rubber

a) Measurement will be made of the actual number of gallons of Asphalt-Rubber including asphalt placed in accord with these specifications.

b) Payment will be made at the price bid per gallon of Asphalt-Rubber in the bid proposal and will be full compensation for furnishing all asphalt, rubber, extender and for all labor,

equipment and incidentals for placing the asphalt-rubber on the Street surface.

5.8.2 **Cover Aggregate**

a) Measurement will be made of the actual number of tons of pre-coated aggregate placed in accord with these specifications.

b) Payment will be made at the price bid per ton of pre-coated aggregate in the bid proposal and shall be full compensation for furnishing all pre-coated aggregate and for all labor and equipment including rollers and rolling for the complete surface in place.

5.8.3 **Rolling**

a) No measurement will be made of rolling but rolling shall be considered as incidental to placing of the cover aggregate.

b) No separate payment will be made for rolling. The cost of rolling shall be included in the price per ton of cover aggregate in the bid proposal.

5.8.4 **Anti strip agent**

a) Anti stripping agent, when used, shall be measured by the gallon.

b) Payment for anti stripping agent shall be made at the price per gallon of anti stripping agent bid in the bid proposal.

08/07

POLYMER MODIFIED SLURRY SEAL (MICRO-SURFACE)

I. SCOPE

This specification covers the design, application, testing, quality control and measurement and payment for a complete in place "polymer modified micro surface" constructed on existing paved surfaces cleaned and prepared in accordance with the item 2-C-1 "PREPARATION OF ASPHALTIC CONCRETE SURFACE FOR OVERLAY OR SEAL".

2. DESCRIPTION

This specification covers all materials, equipment, construction and application procedures for rut filling and/or surfacing of existing paved surfaces. The micro-surfacing shall be a mixture of cationic polymer modified asphalt emulsion, mineral aggregate, mineral filler, water and other additives, properly proportioned, mixed and spread on the paved surface in accordance with this guideline and as directed by the Engineer.

3. MATERIALS

3.1 Emulsified Asphalt

(1.) The emulsified asphalt shall be a cationic emulsified type, designated as CSS-1P and shall comply with the following requirements.

	Min.	Max.
Viscosity, Saybolt Furol, 25 C (77 F), Sec.	**20**	**100**
Storage Stability test, one day, percent	**-**	**1**
Particle charge test		**Positive**
Sieve test, percent	**-**	**0.1**
Distillation:		**-** **-**
Oil distillate, by volume of emulsion, %	**-**	**0.5**
Residue, %		**62** **-**
Test on Residue from Distillation:		
Penetration, 77 F, 100 g, 5 seconds	**55**	**90**
Ductility, 77 F, 5 cm/min, cm	**70**	**-**
Solubility in trichloroethylene , %	**97**	**-**
Softening Point, R. & B., F	**135**	**-**
Viscosity, absolute 60 C (140 F), Poise		**8000** **-**

This standard distillation procedure shall be modified as follows: The temperature on the lower thermometer shall be brought slowly to 350 degrees plus or minus 10 degrees F and maintained at this point for 20 minutes. Complete the total distillation in 60 plus or minus 5 minutes from the first application of heat.

(2). The emulsion shall be modified with an approved Polymer. The distillation residue of the modified emulsion shall contain a minimum of three percent (3%) polymer solids by weight. The modified emulsion shall pass all applicable storage and settlement tests. The polymer material shall be milled into the emulsion or blended into the asphalt cement prior to the emulsification process. The cement-mixing test shall be waived for this emulsion.

(3). The polymer modified emulsified asphalt shall be so formulated that when the paving mixture is applied with the relative humidity at not more than 50% and the ambient temperature at least 75^{o} F, the paving mixture will sufficiently cure so that uniformly moving traffic can be allowed in approximately one hour. Locations such as driveways, Intersections and where sharp turning may take place or where vehicles may accelerate sharply, additional curing time may be required.

(4). The contractor shall notify the Engineer of the source of his asphaltic material prior to the design or production of the surfacing mixture and this source shall not be changed during the course of the project, except on written permission by the Engineer.

3.2 Mineral Aggregate

(1) Description. One Hundred percent (100%) of the mineral aggregate shall be crushed and shall be composed of clean, tough and durable particles of traprock, granite, sandstone or other approved aggregates. A sand equivalent of 65 or higher is required. The aggregate shall have a weight loss of not more than 12% when sodium sulfate is used or 18% when magnesium sulfate is used in accordance with Test Method Tex-411-A, using 5 cycles. The aggregate shall be one that has proven resistant to polishing in roadway surfacing.

(2.) Grades. When tested by Test Method Tex-200-F, Part I, the gradation requirements shall be as follows:

Grade 1 (Fine Graded Surface Course)	Percent Aggregate By Weight
Passing 3/8" sieve	100
Passing No. 4 sieve	98-100
Passing No. 8 sieve	75 -90
Passing No. 16 sieve	50- 75
Passing No. 30 sieve	30- 50
Passing No. 50 sieve	18- 35
Passing No. 200 sieve	5 -15

Grade 2 (Coarse Graded Surface Course)	Percent Aggregate By Weight
Passing 1/2" sieve	100
Passing 3/8" sieve	99-100
Passing No.4 sieve	86- 94
Passing No. 8 sieve	45- 65
Passing No. 16 sieve	25- 46
Passing No. 30 sieve	15 - 35
Passing No. 50 sieve	10 - 25
Passing No. 200 sieve	5- 15

(3.) Mineral Filler. Mineral filler shall be non-air entrained Portland cement that is free of lumps or foreign matter.

3.3 Water

The water shall be portable and shall be free of harmful soluble salts.

3.4 Other Additives

Additives supplied by the emulsion manufacturer may be added to the emulsion mix or to any of the component materials to provide control of the set time in the field.

4. LABORATORY EVALUATION

4.l General

Before work commences, the contractor shall submit a signed mix design covering the specific materials to be used on the project. This design shall be performed by the contractors or suppliers laboratory or by a qualified laboratory chosen by the owner. Once the materials are approved, no substitution will be permitted, unless first tested and approved by the laboratory preparing the mix design. The cost of mix design shall be born by the contractor.

4.2 Designing Job Mix

The qualified laboratory shall develop the job mix design and present certified test results for the contractor approval. Compatibility of the aggregate and modified CSS-1P shall be verified by the mix design. The mix design must be made using samples taken from the actual materials proposed for use in the project and in accordance with the procedures and requirements of Article 5.1 below.

5. PAVING MIXTURE

5.1 Mixture Design.

The mix shall be designed in accordance with Texas State Highway Department Bulletin C-14 and Test Method Tex-204-F, using Test Method Tex-227-F to supplement Test Method Tex-201-F and Tex-202-F to conform to the requirements herein. The above laboratory mixing and curing procedures may be modified as approved by the Engineer. The emulsified asphalt content will be selected by the Engineer to provide an optimum laboratory compacted density within the range of 94 to 97%. A minimum Hveem stability of 35 is required for placements exceeding a depth of twice the maximum aggregate size.

This is a mix design requirement, to be verified by testing of trial batch material prior to placement of project material. Hveem Stability testing will be performed by the selected laboratory. The Engineer will determine the frequency of job control density and stability testing. The Contractor shall furnish the mix design for the type of mixture specified together with applicable design worksheets and data. The Bulk Specified Gravity will be determined for each aggregate to be used in the design mixture. If the determined values vary by 0.300 or more, the mixture design will be by the Volumetric Method, Test Method Tex-204-F, Part II. To substantiate the design, trial mixtures will be produced and tested using all of the proposed project materials and equipment prior to any placement. The Engineer may waive trial mixtures if the same design has been proven to be in conformance with these requirements.

5.2 Composition of Mixture.

The Engineer shall approve the design mix and all micro-surfacing materials and methods prior to use and shall designate the proportions to be used within the following limits.

Residual Asphalt	**6 to 9 percent by weight of dry aggregate or 13.5 to 23 percent by volume of the aggregate**
Mineral Filler	**0.5% to 3.0% by dry weight of aggregate**
Modifier	**As required to provide the specified properties**
Water	**As required to provide proper consistency**

5.3 Type

The paving mixture shall consist of a uniform mixture of coarse aggregate, fine aggregate and asphaltic material. The mix may also contain mineral filler and/or additives when required.

The mixture shall be designed so that the mineral aggregate will produce a gradation, which conforms to the limitations for the master grading for the type specified herein. The gradation will be determined in accordance with Test Method Tex-200-F (Dry Sieve Analysis) and shall be based upon aggregate only. The amount of asphaltic material shall conform to the limitation for the type specified.

The aggregate grade shall be as shown on the plans. If no grade is shown on the plan grade 2 aggregate shall be used.

5.4 Tolerances

The aggregate portion of the paving mixture produced shall not vary from the design gradation by more than the tolerances that follow. The material passing the No. 200 sieve is further restricted to conform to the limitations for the master grading for the type specified. The asphaltic material portion of the paving mixture shall not vary from the design amount by more than the allowed tolerance and is also restricted to conform to the master limits. The method of test for determining the aggregate gradation and asphalt content of the mixture shall be Test Method Tex-210-F or other methods of proven accuracy.

	Percent by Weight or Volume as Applicable
Passing 3/8" sieve, retained on No. 4 sieve	**Plus or minus 5**

Passing No. 4 sieve, retained on No. 8 sieve	**Plus or minus 5**
Total retained on No. 8 sieve	**Plus or minus 5**
Passing No. 8 sieve, retained on No. 16 sieve	**Plus or minus 3**
Passing No. 16 sieve, retained on No. 30 sieve	**Plus or minus 3**
Passing No. 30 sieve, retained on No. 50 sieve	**Plus or minus 3**
Passing No. 50 sieve, retained on No. 200 sieve	**Plus or minus 3**
Passing No. 200 sieve	**Plus or minus 2**

Asphaltic Material Plus or minus 0.5 by wt. or l.2 by vol.

6. EQUIPMENT

6.1 General.

All equipment for the handling of all materials and mixing and placing of the mixture shall be maintained in good repair and operating condition and subject to the approval of the Engineer. Any equipment found to be defective and potentially affecting the quality of the paving mixture will be replaced or, at the option of the Contractor, satisfactorily repaired. It will be the contractor responsibility to prove to the Engineer that the repaired equipment is properly functional.

6.2 Mixing and Proportioning Equipment.

(1.) The material shall be mixed by a self-propelled micro-surfacing mixing machine which shall be a continuous flow mixing unit able to accurately deliver and proportion the aggregate, emulsified asphalt, mineral filler, field control additive and water to a revolving multi-blade twin shafted mixer and discharge the mixed product on a continuous flow basis. The machine shall have sufficient storage capacity for aggregate, emulsified asphalt, mineral filler, field control additive and water to maintain an adequate supply to the proportioning controls. The machine shall be equipped with self-loading devices, which provide for the loading of all materials while continuing to lay micro surfacing.

The machine shall be equipped with opposite side driving stations to optimize longitudinal alignment. The machine shall be equipped to allow the mix operator to have full hydrostatic control of the forward and reverse speed during application of the micro-surfacing material.

The self-loading devices, opposite side driving stations and forward and reverse speed controls shall be original equipment manufacturer design.

(2). Individual volume or weight controls for proportioning each material to be added to the mix shall be provided. Each material control device shall be calibrated and properly marked.

(3) The aggregate feed to the mixer shall be equipped with a revolution counter or similar device so the amount of aggregate used may be determined at any time.

(4) The emulsion pump shall be a positive displacement type and shall be equipped with a revolution counter or similar device so that the amount of emulsion used may be determined at any time.

(5.) The mixing machine shall be equipped with a water pressure system and nozzle type spray bar to provide a water spray immediately ahead of and outside the spreader box.

(6.) The mixing machine shall be equipped with an approved fines feeder that shall provide a uniform, positive, accurately metered, predetermined amount of the specified mineral filler.

6.3 Spreading Equipment.

The paving mixture shall be spread uniformly by means of a mechanical type spreader box attached to the mixer, equipped with paddles, screws or augers to agitate and spread the materials throughout the box. A front seal shall be provided to insure no loss of the mixture at the road contact surface. The rear seal shall act as a final strike off and shall be adjustable and shall break in the middle so that the screed can be adjusted to fit the crown of the street including inverted crowns. The rear seal carrier shall be capable of being fitted with a rubber seal or a steel strike off bar.

The spreading equipment shall be readily adjustable in width so that laying widths can be changed without undue delay before starting each pass if necessary.

The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved to produce a free flow of material to the rear strike-off. The seam where two spreads join, shall be neat appearing and uniform.

7. STOCKPILING AND STORAGE.

7.1 Aggregate Storage.

If the mineral aggregates are stored or stockpiled, they shall be handled in such a manner as to prevent segregation, mixing of the various materials or sizes, and contamination with foreign materials. The grading of aggregates proposed for use and as supplied to the mixing plant shall be uniform. Suitable equipment of acceptable size shall be furnished by the Contractor to work the stockpiles and prevent segregation of the aggregates. The mineral aggregate shall be screened and weighed at the contractor stockpile prior to job site delivery. The Engineer shall approve screens and scales.

7.2 Storage and Heating of Asphaltic Materials.

The asphaltic material storage shall be ample to meet the requirements of the plant. Asphalt shall not be heated to a temperature in excess of that specified
in the Item "Asphalt's, Oils and Emulsions" Texas Highway Department 1982 Standard Specifications. All equipment used in the storage and handling of asphaltic material shall be kept in a clean condition at all times and shall be operated in such manner that there will be no contamination with foreign matter.

8. CONSTRUCTION METHODS

8.1 General

It shall be the responsibility of the Contractor to produce, transport, and place the specified paving mixture in accordance with these specifications and as approved by the Engineer.

8.2 Street Preparation

Prior to starting the micro-surfacing operation, streets designated to be surfaced shall be prepared in accordance with item 2-C-1 "Preparation of Asphaltic Concrete Surface for Overlay or Seal".

8.3 Weather Limitations.

The material shall be spread only when the atmospheric temperature is at least fifty (50 degrees) F and rising and the weather is not foggy or rainy. No material will be placed when the surface on which it is to be placed is below 50^{o} F.

8.4 Final Surface Preparation

Immediately before placing the micro-surface, the area to be sealed shall be thoroughly cleaned of all vegetation, loose aggregate and soil, and moistened. Water for prewetting the surface shall be applied immediately ahead of the spreader box by use of a pressure spray bar equipped with nozzles that produce a fine mist. The rate of application of water shall be sufficient to dampen the entire surface without any free flowing water ahead of the spreader box. The rate of the mist spray shall be adjusted from time to time during the placing operation to accommodate changes in temperature, surface texture, humidity and dryness of the pavement surface.

8.5 Placing the Mix

(1). The mixture shall be spread to fill cracks and minor surface irregularities and leave a uniform skid resistant application of aggregate and asphalt on the surface. The finished surface shall be neat in appearance without drag marks, excessive buildup or other detracting irregularities.

(2). The speed of operation of the surfacing equipment shall be controlled by the mixer operator at forward speeds between 85 and 225 feet per minute depending on conditions and appearance of the newly placed surface.

If transverse rippling occurs the speed of the equipment shall be reduced until the ripples disappear.

(3). The Engineer shall designate either rubber seal/screed or the steel strike off screed according to the Project requirements.

(4). The depth of mixture in the spreader box shall be carefully controlled to prevent transverse ridging and premature setup of material in the corners of the box and ahead of the screed. In general the depth of mixture in the box should be approximately to the mid point of the auger-agitator.

(5). Auxiliary equipment shall be kept in good working order and free of leaks. Any truck or transport used to bring materials on to the street being surfaced that develops leaks either of the material being transported or fuel and/or oil leaks will be removed from the job site and not allowed to return until it has been thoroughly repaired.

Scales and screens used at the contractors stockpile and storage site shall be kept in good working order.

(6). Spills of surfacing materials or fuel, oil or other detrimental substances on the street ahead of the surfacing operation shall be thoroughly removed before the surface is placed. This may required the operation to be shut down until the street has been cleaned.

(7). No excessive streaks shall be left in the finished surface. When such excessive streaking occurs, the operation shall be immediately stopped and corrective action is taken before resuming the operation.

8.6 Joints

(1). Longitudinal joints shall be placed on lane lines. On residential streets an eight-foot parking lane will be assumed with the centerline being the other lane line.

(2). All longitudinal and transverse joints shall be straight and neat in appearance without excessive build up or bare spots. Any irregularity shall be corrected immediately before the material has started to set up.

(3). The overlap at longitudinal joints shall not exceed 4 inches. When the overlapped pass is only partially set care shall be exercised to avoid skid marks. Any skid marks that occur shall be immediately corrected by removing any partially set material that has been displaced and placing fresh mix in the mark and shaping by use of Lutes, squeegees, hand drags, etc.

Overlapping of longitudinal joints shall not leave a visible build up. Any buildup shall be immediately removed by use of lutes, squeegees, hand drags, shovels or other approved means.

8.7 Mix Stability

The modified mixture shall posses sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading; it shall be free of excess water or emulsion and free of segregation of the emulsion and aggregate fines from the coarser aggregate.

8.8 Hand Work

Areas that cannot be reached with the mixing machine shall be surfaced using hand squeegees to provide complete and uniform coverage. The area to be hand-worked shall be lightly dampened prior to mix placement. Care shall be exercised to leave no unsightly appearance from handwork. The same type finish as applied by the spreader box shall be required. Handwork shall be completed during the machine applying process.

8.9 Lines

Care shall be taken to insure straight lines along curbs and shoulders. No runoff on these areas will be permitted. Lines at intersections will be kept straight to provide a good appearance.

8.10 Work Force

The contractor shall maintain a work force of adequate size to accomplish the work as specified herein, including the loading and transporting of materials to the job site, the placing of the micro surface, the monitoring of joints and surface and the correction of any deficiencies that occur.

If, at any time, the Engineer or his representative determines that the work force is not adequate to perform all the tasks required for the proper completion of the micro surfacing, work on the project will be halted until adequate personnel are provided and/or modifications in procedure are implemented that will assure proper placement of the surfacing material.

8.11 Scratch or Level up course

A scratch or level up course will be required on certain streets as shown on the plans and/or as directed by the Engineer. This course shall be the same material as the polymer modified surface course and will be placed in the same manner except the spreader shall be equipped with a steel strike off screed. This screed shall be set to run as close to the pavement surface as practical.

The appearance of this course is not as critical as the final surface so long as any marks or blemishes that occur are not of such magnitude that they will affect the appearance of the final course.

8.12 Correction of Deficiencies and Blemishes

After the laydown work is completed and before final acceptance by the

Engineer, spot application of micro- surfacing material may be required to correct any deficiencies such as streaks, scuff marks, tire tracks, gaps, etc. to improve the ride quality and overall appearance. The spot application shall be performed with a full width spreader box when required.

9. QUALITY CONTROL

9.1 Materials

The contractor will permit the Engineer and/or the Independent laboratory to take samples of the aggregate and asphalt emulsion used in the project at the Engineers discretion. Gradation and sand equivalent tests may be run on the aggregate and residual asphalt content tests on the emulsion. Test results will be compared to specifications. Tests will be run at the expense of the owner. The owner must notify the contractor immediately if any test fails to meet the specifications.

9.2 Polymer Modified Micro-Surfacing

Samples of the material may be taken directly from the mixing unit(s). Consistency and residual asphalt content tests may be made on the samples and compared to the specifications. Tests will be run at the expense of the owner. The owner must notify the contractor immediately if any test fails to meet specifications.
The Engineer may use the recorders and measuring facilities of the unit to determine application rates, asphalt emulsion content, mineral filler and additive.

9.3 Non-Compliance

If any two successive tests fail on the stockpile material, the job shall be stopped. It is the responsibility of the contractor, at his own expense, to prove to the Engineer that the conditions have been corrected. If any two successive tests on the mix from the same machine fail, the use of the machine shall be suspended. It will be the responsibility of the contractor, at his own expense, to prove to the Engineer that the problems have been corrected and that the
machine is working properly.

10. CLEAN UP

10.1 Protecting and Cleaning Manholes and Valves

Prior to beginning the sealing operation the contractor shall locate all manhole covers and valve boxes in the area to be sealed. Placing one or

more layers of heavy craft paper or other suitable material over them shall protect manhole covers and valve boxes. The protective covering shall be secured in place so that it does not move or tear during the sealing operation. The contractor shall remove the protective covering and any seal material placed over manhole covers and valve boxes as soon as the seal has set sufficiently to prevent damage to the adjoining seal in the process. The edges around manhole covers and valve boxes shall be neat and smooth and shall conform to the shape and size of the manhole cover or valve box.

10.2 Streets

Clean up along streets shall be accomplished as the work progresses and any excess material that is raked onto or otherwise placed on adjoining concrete curb and gutter, valley gutters or fillet areas or on adjacent asphalt or concrete paving shall be removed before it breaks or sets up.

Before a section of street is opened to traffic all clean up work shall be completed on that section.

11. MEASUREMENT AND PAYMENT

11.1 General

Payment will be made for these items listed in the bid proposal only. All work, materials, labor and appurtenance required to complete the project as shown on the plans or called for in the specifications but not listed in the bid proposal shall be considered as incidental and no separate payment will be made. The cost of these incidentals must be included in the price bid for the various items listed in the bid proposal.

11.2 Measurements

(1). Measurement will be made of the actual number of tons of each type or grade of the Composite Polymer Modified Slurry Seal (Micro-Surface) complete in place. For this specification a ton is considered 2000 lbs. and the composite slurry seal mixture is defined as the asphalt,
aggregate and additives.

All materials shall be weighed on certified public scales or the contractor shall place a set of standard truck scales at a site approved by the Engineer. Scales shall conform to the requirements of the item "Weighing and measuring equipment" Texas Highway Department 1982 Standard Specifications.

(2). Aggregate - The quantity of aggregate used in the accepted portions of the work shall be measured by net ticket weight of each individual load of
aggregate shipped to the project from the approved job site scale.

The weight of mineral additive used shall be calculated and included in the total aggregate weight.

(3). Polymer Modified Asphalt Emulsion. The quantity of polymer modified asphalt emulsion in the accepted portion of the work shall be measured by tons of material based on the accepted load tickets issued from the manufacturer. At the completion of the project any unused emulsion shall be weighed back and that quantity deducted from the accepted asphalt emulsion quantity delivered.

11.3 Payment

Payment will be made for the number of tons of micro surface measured at the applicable unit price bid per ton of micro surface in the bid proposal. This payment shall be full and complete compensation for the complete in place micro surface.

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P.V.C. PIPE CASINGS

1. SCOPE

   This item consists of furnishing and installing PVC pipe for casing for future water and electric lines at locations shown on the plans or as directed by the Engineer.

2. MATERIAL

   Pipe shall be ASTM D 1785 schedule 40 PVC pipe or ASTM D 2241 PVC SDR 32.5 pressure pipe. The ASTM designation and schedule or SDR shall be clearly marked on the outside of the pipe.

3. CONSTRUCTION

   Pipe shall be laid in straight alignment and grade in trenches as narrow as the diameter of the pipe can be laid. Pipe shall be placed after the sub grade is prepared but before base material is placed. Bedding under the pipe shall be a minimum of 2 inches in thickness and shall be carefully graded and leveled before pipe is placed. Joints shall be water tight. They may be solvent cement welded using approved materials, or may be made using a gasketed collars or push on gasketed bell and spigot. When collars are used care shall be exercised to assure that the collar is centered over the joint. All joints shall be made in accord with the manufacturer's recommendations. After pipe has been joined and inspected the pipe shall be encased in bedding/encasement material to a thickness of 3 inches above the pipe. Care shall be exercised to be sure the encasement material is worked in under the haunches of the pipe and compacted along the side of the pipe to assure adequate lateral support. The balance of the trench shall be back filled using cement stabilized backfill consisting of 2 sacks of Portland cement to 1 cubic yard of blow sand or crushed caliche mixed with sufficient water to form a stiff place able mixture that can be consolidated in the trench by rodding or vibrating. The back fill shall be "struck off" at the finished sub grade level using square point shovels or suitable screeds. The ends of the pipe shall be tightly plugged to prevent the entrance of water debris or other foreign material. These plugs shall be PVC or rubber stoppers designed to endure until the water lines and/ or electric lines are places.

4. MEASUREMENT AND PAYMENT

   Casing pipe shall be measured by the linear foot along the center of the pipe and shall be paid for at the unit price in the bid proposal.

WATER LINE SPECIFICATIONS

1. SCOPE OF WORK

The work covered by this section consists of all water pipe lines and piping, including valves, valve boxes, tapping sleeves, fire hydrants and other accessories, required to complete the project. The contractor shall furnish all materials, labor, superintendence, tools, equipment and incidentals necessary for the complete construction of this work in accordance with the drawings and these specifications.

2. PIPE AND MATERIAL

2.1 General

Pipe shall be polyvinyl chloride (PVC) AWWA C900, ductile iron AWWA C-151 or steel cylinder concrete pipe AWWA C-303.

2.2 Polyvinyl Chloride (PVC) Pipe

A. PVC pipe furnished for use on this project shall conform to the requirements of AWWA C900 Polyvinyl Chloride (PVC) Pressure Pipe, 4 in. through 12 in., for water distribution pressure class 150, DR18. and shall be NSF approved for potable water supply.

B. The pipe furnished shall have an integral bell designed for joint assembly using elastomeric seals.

C. Markings for the pipe shall include all the requirements of AWWA C900 and the MSF approval stamp.

D. Elastomeric seals shall be furnished by the pipe manufacturer. Seals shall be manufactured to conform with the requirements of ASTM F4 77 and shall be specifically designed for use with the pipe furnished.

E. Lubricants intended for use with PVC pipe and seals (gaskets) shall be compatible with both PVC and the seal material. Lubricant shall not support growth of bacteria and shall not adversely affect the potable quality of the water that is to be transported.

F. Pipe laying lengths shall be 20'.

G. Service taps on PVC water lines shall be made using hinged type or double strap type saddles. Tapping saddles shall support the full circumference of the pipe and shall have a bearing area of sufficient width along the axis of the pipe to prevent distortion of the pipe when saddle is tightened.

No direct taps into the wall of PVC pipe will be permitted.

Seals for tapping saddles shall be recessed into the body of the saddle and shall be

a rubber - compound conforming to the requirements of ASTM F477.

Tapping saddles shall be SMITH-BLAIR Taper Seal Style 313 or DMD Dresser style 194 or approved equal.

H. Tapped connections for water mains and fire lines made on PVC water mains shall be accomplished using full bodied ductile iron tapping sleeves of a pressure rating equal to or greater than the pressure rating of the pipe specified.

I. Bedding for AWWA C900 PVC water pipe shall extend from a minimum depth of 4 inches below the outside of the water line to a minimum cover of 6 inches over the top outside of the water line.

J. AWWA C900 PVC water pipe shall be installed in accord with the applicable requirements for installing ductile iron pipe.

Care shall be taken to install each joint of PVC water pipe to, but not beyond the factory insertion mark on the pipe.

When a joint of PVC water pipe must be cut, the end of the pipe shall be carefully beveled to match the factory bevel on the uncut pipe. An insertion mark matching the factory insertion mark on the uncut pipe must be made before the pipe is inserted into the bell.

When PVC water pipe is to be inserted into a ductile iron fitting or valve, the factory bevel must be removed to form a square plain end pipe.

2.2 (a) Metallic Marking Tape (For PVC Water Pipe)

2.2(a).1 General

When non-metallic pipelines are to be installed, then the Contractor shall furnish and lay, above the pipeline, a continuous strip of metallic identification tape.

2.2 (a).2 Tape Material

The metallic identification tape shall be at least two inches (2”) in width and shall be of corrosive resistant metal of sufficient thickness to be stable and reflect electronic signals to electronic pipeline detector when buried to a dept of twenty-four (24”) below normal ground level.

The metallic tape shall be painted blue on one side and shall have 1-inch high letters painted continuously on the same side of the tape which read, “CAUTION: BURIED WATER LINE BELOW” or other words to this effect.

The marking tape shall be “Detectable Warning Tape”, as manufactured by the Omega Marking Company, or equal approved by the Engineer.

2.2(a).3 Construction Methods

The Contractor shall backfill over non-metallic pipelines to a depth which is less than twenty-four (24”) and not more than twelve inches (12) from the top of the cut of the ditch section in which the pipeline is laid. Contractor shall stop the backfilling material to a generally uniform level. All machine tamping, jetting and other compaction activities shall be accomplished up to this point of height in the backfilling the marking tape is placed in the trench.

The Contractor shall then lay the marking tape in the pipe trench and shall be held in position by the spot placement of backfill materials over it to keep it from sliding t the sides and/or from being blown about in the ditch by the wind. The tape shall be lid with the painted side, which shall also be the side with the identification lettering on it, in the “up” position. The tape shall be laid in the flat position and kept there until backfill is accomplished.

The Contractor shall then complete the backfilling operation in such a manner that the marking tape is not cut, crimped, ruptured or separated by the backfilling work.

2.2(a).4 Measurement and Payment

No separate pay item will be provided for furnish and placing the marking tape. This item shall be considered subsidiary to the non-metallic pipe being placed.

2.3 Ductile Iron Pipe

A. All ductile iron pipe used in the construction of water works improvements shall be Cement Lined and shall be manufactured in accordance with and shall meet the requirements of AWWA Specification C-l5l.

B. Pipe shall be cast in lengths of not less than l2 feet and shall be designed for a working pressure of l50 pounds per square inch. Thickness of ductile iron pipe shall be as shown on the plans and bid proposal or shall be computed in accordance with AWWA Specification C-l50, based on l50 pounds per square inch working pressure for 10 feet of cover and laying condition 2.

C. All ductile iron pipe shall have an exterior, bituminous coating and an inside cement-mortar lining in accordance with the requirements of AWWA Specification C-l04.

2.4 Polyethylene Plastic Tubing

Service lines shall be constructed with polyethylene plastic tubing as specified in ASTM D 2737 with a rating of l60 psi.

2.5 Ductile Iron Pipe Fittings

All fittings for ductile iron pipe and PVC pipe shall be ductile iron and shall be mechanical joint all connections except tees for fire hydrant leads unless shown otherwise on the plans. Tees for connecting fire hydrant leads shall be MJ- with a flange outlet.

All ductile iron fittings shall conform to AWWA Specification C-110, designed for a working pressure of 250 psi. All ductile iron fittings shall have an external coating and shall be cement lined in accordance with the specifications for coating and lining the pipe.

2.6 Pretensioned Concrete Cylinder Pipe

A. The contractor shall furnish and install all concrete cylinder pipe and fittings, including connections and appurtenances complete as shown on the plans and specified herein.

B. The contractor shall submit six (6) sets of full and complete shop drawings on the concrete cylinder pipe and fittings. All of the drawings and data shall be complete and shall include a complete description of the pipe offered, including cuts, tabulated layout and all pertinent engineering data required for a complete evaluation of the submittal. Submittal data shall be in such form and so presented that the Engineer may readily review the data.

C. Prior to delivery of the pipe to the project site, the manufacturer shall furnish an affidavit certifying that all pipe, fittings, and specials, and other products and materials furnished, comply with the applicable provisions of this specification.

D. The pipe manufacturer shall furnish a factory trained, job experienced field representative who shall visit the project periodically during the course of installation. He shall also be subject to call by the contractor and/or engineer to advise and assist with the solution of field problems.

During visits, the representative shall observe all phases of the project including location and condition of pipe strung ahead of the contractor, trench width, if applicable, bedding and backfill, assembly of pipe joints and protection of steel. If, in the opinion of the representative any phase of the installation is unsatisfactory, he shall so advise the contractor's superintendent and also advise the owner or engineer's representative on the job site.

E. All closure sections shall be the jack on type and "field welding" will not be permitted without the written permission of the engineer.

F. Pipe manufacturer will install all necessary taps for the contractor to disinfect and field hydrostatic test the pipe.

G. Pretensioned concrete cylinder pipe, fittings and specials shall be designed, fabricated and tested in accordance with the latest requirements of AWWA C-303, "Reinforced Concrete Pressure Pipe Steel Cylinder Type, Pretensioned, for Water and Other Liquids" with additional requirements or modifications as described herein.

H. Pretensioned concrete cylinder pressure pipe shall be designed for l50 psi, working pressure and manufactured in 32 foot nominal lengths in accordance with the provisions of AWWA Standard C-303.

I. Inspection and Testing

(1) The owner reserves the option to have an independent testing laboratory, at the owner's expense, inspect pipe and fittings at the pipe manufacturer's plant to ensure compliance with the applicable specifications. The owner's testing laboratory and Engineer shall have free access to those parts of the manufacturer's plant that are necessary to ensure compliance with the governing standard. The pipe manufacturer shall notify the owner, in writing, at least two weeks ahead of pipe fabrication as to start of fabrication and fabricating schedule so that the owner can advise the manufacturer as to owners' decision regarding tests to be performed by an independent testing laboratory. In event the owner elects to retain an independent testing laboratory to make material tests and weld test, it is the intent that the tests be limited to one spot testing of each category unless the tests do not show compliance with the standard. If these tests do not show compliance, the owner reserves the right to have the laboratory make additional tests and observations to ensure compliance of the finished product with the standard.

(2) In any event, the manufacturer shall perform the tests described in AWWA C 303, and furnish the owner with a copy of the test reports, if requested, at the expense of the pipe manufacturer. The pipe manufacturer shall furnish the owner with affidavit of compliance as outlined in the standard.

(3) All welds for water tightness in special pipe and fittings that have not been hydrostatically tested may be examined by use of visible dye penetrant system meeting requirement of ASTM El65; however, collar reinforcement and all other lap welds shall be tested by introducing air under l0 psi pressure between the collar and cylinder and checking for leaks around and through the welds with soap solution.

The area to receive the dye penetrant shall be cleaned free from contaminants that might interfere with the penetrant process. The temperature of the steel in the weld area shall be between 60 and l25 degrees F. when the penetrant is applied. Dwell time of six hours shall be allowed after application of the penetrant and developer before interpreting the results.

Defects that are found shall be repaired and the test repeated until all defects

are eliminated. Colored penetrant shall be removed before fittings are lined.

2.7 Casing Pipe

Casing pipe to be installed in bore or open cut may be limited service pipe, corrugated galvanized steel pipe or new straight seam or spiral welded steel pipe. Casing pipe shall be furnished in thickness or gage as shown on the plans.

Limited service pipe proposed for use on this project must be approved a minimum of four (4) working days prior to the time of opening bids and shall be in good condition and shall meet the same service requirements as the corrugated galvanized steel or welded steel pipe.

Welded steel casing pipe shall be coated inside and out using a coal tar epoxy or shall be bituminous coated in side and out by the hot dip method.

2.8 Bedding Materials

A. All water pipelines placed on this project shall be bedded with crushed stone bedding materials to the minimum as shown on the plans and in the Detail Drawings.

B. Granular material furnished for foundation, bedding, encasement, backfill, or other purposes as may be specified, shall consist of any natural or synthetic mineral aggregate such as, crushed gravel, crushed rock, crushed stone, or slag, and shall conform to the following specifications and/or gradation.

Note, all materials used for these purposes shall be crushed and shall have at least two broken faces. Pea gravel will NOT be allowed.

	Foundation	Bedding	Encasement	Backfill
ASTM c33 Grade #57	X			
ASTM C33 Grade #67	X			
ASTM C33 Grade #8		X	X	
THD 1982 ITEM 302 Type "D" Grade #4		X	X	
THD 1982 Item 302 Type "D" Grade #5			X	
Crusher Fines**			*X	X

* 100 percent of crusher fines that are to be used within 12 inches of the top of pipe must pass the 3/4" sieve.

** Approximate Gradation for Crusher Fines

Sieve Size	% Passing
2 inch	100
#4	35 - 100
#10	20 - 100
#40	5 - 35
#200	4 - 10

Crushed stone material proposed as an alternate for use on this project and not meeting the above specifications must be approved in writing at least 48 hours prior to the time scheduled for opening bids.

C. Granular materials provided for Foundation, Bedding, Encasement, or backfill use as required by the contract, either as part of the pipe item work unit or as a separate contract item, shall be classified as to use in accordance with the following:

MATERIAL USE DESIGNATION	ZONE DESIGNATION
Granular Foundation	Placed below the bottom of pipe grade as replacement for unsuitable or unstable soils, to achieve better foundation support.
Granular Bedding	Placed below the midpoint of the pipe prior to pipe installation, to facilitate proper shaping and achieve uniform pipe support. Also for Class B Bedding where specified.
Granular Encasement	Placed below an elevation one half (6") foot above the top of pipe, after pipe installation, for protection of the pipe and to assure proper filling of voids and thorough consolidation of backfill.
Granular Backfill	Placed below the surface base course, if any, as the second stage of backfill, to minimize trench settlement and provide support for surface improvements.

In each case above, unless otherwise indicated, the lower limits of any particular zone shall be the top surface of the next lower course as constructed. The upper limits of each zone are established to define variable needs for material gradation and compaction or void content, taking into consideration the sequence of construction and other conditions. The material use and zone designations described above shall only serve to fulfill the objectives and shall not be construed to restrict the use of any particular material in other zones where the gradation requirements are met.

3. **VALVES AND VALVE BOXES**

3.1 General

A. Valves 4" through l2" shall be resilient seated gate valves with non-rising stems and shall open by turning to the left (counter clock wise).

B. Valves l4" and larger shall be resilient seated butterfly valves and have operators suitable for direct burial and shall open by turning to the left (counter clock wise).

All valves except valves for use in fire hydrant leads shall have mechanical joint ends unless shown otherwise on the plans. Valves for use in fire hydrant leads shall be flange by mechanical joint.

C. All valves and fire hydrants shall be spray coated with a two component thermal setting epoxy to cover all interior wetted ferrous surfaces. Finished coating shall have a minimum thickness of 4 mils. The coating shall conform to the coating section of these specifications.

D. All valves for buried service shall be equipped with 2" square AWWA operating nuts.

3.2 Gate Valves

A. Gate valves shall be iron body, resilient **wedge gate** and shall be in compliance with AWWA Standard C-509-80 or latest revision thereof and shall have the following design features:

B. All valves shall have a working pressure of 200 psi and shall be bottle tight tested at this pressure from both directions. The gate body shall also be hydrostatically tested at 400 psi. Zero leakage will be required in all tests. The body, bonnet, and stuffing box shall be flange together with ASTM A-307 Grade B bolts and nuts to insure repairability.

C. Stems shall be machined from modified manganese bronze rod with an integral forged thrust collar machined to size.

D. Stem seals shall be dual "O" ring type.

E. Valve discs shall be rubber encapsulated or have disc seat rings molded of natural rubber, internally steel reinforced retained to the disc by self-locking type 304 stainless steel screws. Valve gates shall seat against a machined epoxy coated mating surface in the body of the valve.

F. All internal ferrous metal surfaces (machined or cast) shall be factory spray coated with a two component thermosetting epoxy to a nominal thickness of 4 mils and the exterior shall be coated with asphalt varnish as specified for coating of the pipe. (See Sec. 3.4 of these specifications for epoxy coating).

G. Valves shall be Mueller A-**2360** or Dresser-M&H **4067** or approved equal. Any alternate (approved equal) to these specifications **shall have completely interchangeable parts with either of the specified valves.**

3.3 Butterfly Valves

A. General - All butterfly valves shall be of the rubber seated tight-closing type. They shall meet or exceed AWWA Standard C-504, Class l50B. Both valve ends shall be mechanical-joint per AWWA Standard C-lll. Accessories (bolts, glands, and gaskets) shall be supplied by the valve manufacturer.

B. All valves must use full AWWA C-504 Class l50 B valve shaft diameter, and full Class l50 B underground service operator torque rating throughout entire travel, to provide capability for operation in emergency service.

C. Valve body shall be high strength cast iron ASTM A 126 Class B with l8-8 type 304 stainless steel body seat. Valve vane shall be high strength cast iron ASTM A 48 Class 40 or ASTM A 536, Grade 65-45-l2 ductile iron having rubber seat mechanically secured with an integral l8-8 stainless steel clamp ring and l8-8 stainless steel self locking screws.

D. Rubber seat shall be a full circle 360^{o} seat not penetrated by the valve shaft. Valve shall have permanently set two way thrust bearing. Packing shall be designed for permanent duty in underground service.

E. Valve operator shall be of the traveling nut type, sealed, gasketed and lubricated for underground service. It shall be capable of withstanding an overload input torque of 450 ft. lbs. at full open or closed position without damage to the valve or valve operator. It shall be designed to resist submergence in water to 25 ft. head pressure. Number of turns to operate valve shall be as listed below in order to closely resemble conventional distribution valve practices and to minimize water hammer:

Pipe and Valve Size	Turns to close	Pipe and Valve Size	Turns to Close
4" - 6"	16-1/2	14" - 16"	48"
8"	24	18" - 20"	72
10" - 12"	36	24"	90

F. Valves shall be capable of easy closure by one man using standard valve key, even under emergency line-break conditions as severe as those that would - cause a valve maximum opening torque requirement of as much as two times AWWA Class l50 B.

G. All valves shall be tested bottle-tight at rated working pressure by the manufacturer as follows:

l4" up. . . . . l50 psi

In addition a hydrostatic test with vane partially open shall be given to the assembled valve as follow:

l4" up. . . . . 300 psi

H. Valve shafts shall be l8-8 type 304 stainless steel. Shaft bearings shall be of the self lubricating sleeve type.

I. Valve discs or vanes for valves 30" and larger shall be the flow through (bridge or truss) type.

J. Butterfly valves shall be Dresser-M&H Model "450", "4500" or "l450" or Mueller line seal III or approved equal. Alternates (approved equal) to these specifications must be approved in writing 48 hours prior to time bids are received.

3.4 Coating

A. The coating shall be a two part thermosetting epoxy protective coating and shall function as a physical, chemical and electrical barrier between the base metal to which it is applied and the surroundings.

B. The coating shall be non-toxic and shall not impart taste to water. The coating must be formulated from materials deemed acceptable per the FOOD AND DRUG ADMINISTRATION DOCUMENT TITLE 2l of the FEDERAL REGULATIONS ON FOOD ADDITIVES SECTION l2l.25l4 entitled, RESINS AND POLYMERIC COATINGS.

C. The coating shall have a satin finish and shall be suitable for field over coating and touchup with same coating material without sanding or special surface preparation, or application of heat in excess of room temperature.

D. The coating shall have a successful record of performance in valves, pipe or other allied equipment for a minimum of two years.

E. The coating adhesion to the substrate shall exceed cohesion of the coating film as demonstrated by the following test:

(1) Prepare test panel and apply coating per manufacturer's recommendation.

(2) After sample has properly cured per manufacturer's recommendation, scribe an "X" using a sharp knife or scalpel through the coating to the metal substrate.

(3) Then with the point of the knife at the juncture of two scribes, attempt to lift off coating. Coating should not lift off substrate or between coats readily, but should break up leaving coating material on the substrate of this damaged area.

(4) No disbandment of the film shall be noted as tested above after immersion in tap water for l500 hours at l00`F.

F. A falling sand abrasion test using ASTM D968 shall produce an abrasion coefficient of 25-30 liters/mil. As an alternative, a Taber Abrader Test should find 3.5 - 3.7 milligrams coating loss per l00 cycles when using a CSF l0 Wheel (l000 gram weight).

3.5 Valve Boxes

All valves to be used in buried service shall be enclosed in cast iron valve boxes. Care shall be taken to place and maintain the 2" square operating nut in the center of the valve box. The valve box shall be two piece cast iron suitable for use with PVC pipe box risers. The 6 inch diameter cover shall be marked " Water". The PVC riser pipe shall be furnished in lengths as required (minimum pipe cover 42") PVC pipe for valve box riser may be ASTM C-900, ASTM D1785 schedule 40, ASTM D2241 pressure class 125 or ASTM D3034 DR 35. Valve boxes shall have a concrete ring 8" thick and having a radius equal to the radius of the valve box plus one foot (1') cast around them. Valve boxes placed in unpaved areas shall be set level with or slightly higher than the finished ground elevation. Valve boxes set in paved areas shall match the finished pavement surface.

3.6 Fire Hydrants

A. Fire hydrants shall conform to the requirements of AWWA C 502 dry barrel type. The fire hydrants shall be designed for a depth of bury of 4.5 feet, however the depth of bury may vary according to field conditions and extensions or shorter bury depth may be required.

B. The hydrants shall have a 5-l/4 inch valve opening, two 2-l/2 inch hose nozzles and one 4-l/2 inch pumper nozzle.

C. Hose threads shall be National Standard threads.

D. The hydrants shall be sized for 6-inch mains and shall have an inlet connection compatible with the type pipe used. All gaskets, nuts, bolts and other jointing materials shall be considered part of the fire hydrant installation.

E. Operating nut shall be standard l-l/2 inch pentagon opening counter-clockwise. The hydrant shall close with the pressure.

F. Hydrants shall be painted Federal Safety Yellow.

G. Fire hydrants shall have all interior wetted ferrous surfaces epoxy coated as required in the general and coating section of this item.

H. The hydrants shall have a minimum of two (2) drain holes located on opposite sides of the hydrant. The entire drainage channel must be made of non-corrosive material and sealed by acceptable resilient material (metal and/or leather seals are not acceptable).

I. The hydrants shall have a breakable safety flange and breakable stem coupling which breaks cleanly upon impact.

J. The hydrants shall be AWWA improved type hydrants and shall have self-oiling reservoirs.

K. Fire hydrants shall be the Mueller Centurion, the Dresser -M & H 929 Reliant, or The American Darling.

4. EXCAVATION, TRENCHING BEDDING AND BACKFILLING

4.l Trenching

A. The trench shall be excavated to the lines and grades as established by the engineer and as shown on the plans. The depth of cover for all main lines on which the grades and elevations are not shown on the plans, shall in general be Forty-two (42) inches. The amount of cover may vary over or under 42 inches as directed by the engineer but in no case will the amount of cover be less than thirty-six (36) inches. Depth of cover for service lines shall be as shown on the detail drawings.

B. Water lines constructed in proposed streets and service drives shall have the depth of cover measured from the finished grade. The contractor is hereby cautioned that proposed street finished grades are sometimes cut below the existing ground elevation.

C. The minimum width of the trench shall be the outside diameter of the pipe plus twelve (l2) inches for pipe diameter through l8", the outside diameter of the pipe plus eighteen (l8) inches for pipe diameters over l8". The trenching equipment shall be maintained on a sufficiently level road bed to provide substantially vertical trench walls. The maximum horizontal offset of the trench wall from bottom of trench to the top of the trench (under-cutting) shall be four (4) inches.

D. The trench shall be over excavated to an even grade to the depth of required bedding so that the bottom of the pipe will rest on a uniform thickness of bedding material on the bottom of trench throughout the entire length of the pipe. In order to obtain a true even grade, the bedding material shall be fine graded by hand. On lines that are to be laid to established grades batter boards shall be set at fifty foot intervals and the trench graded to the established grade.

E. Any part of the trench excavated below grade shall be corrected by filling with bedding material. The bedding material shall be thoroughly compacted.

E. If large rock, rock fragments or other unyielding materials are encountered in the bottom of the trench they shall be removed to a depth of six inches below grade, and the void filled with thoroughly compacted approved bedding material.

G. Bell holes of ample dimensions shall be dug at each joint to permit the jointing of pipe to be made properly and of sufficient depth to prevent the bell of the pipe from resting on undisturbed materials.

H. Wherever necessary to prevent caving, the trench shall be adequately braced and sheeted. Trench safety shall be in accordance with item l4 "Shoring and Sheeting of this specification.

I. Trench digging machinery may be used to make the trench excavations except in places where operation of same would cause damages to trees, buildings or other existing structures either above or below ground. In such instances hand trenching methods shall be employed.

J. All excavated material shall be stockpiled in a manner that will not endanger the work or existing structures and that will cause the least amount of obstructions to walks and driveways.

K. There will be no classification of the excavated materials and the term excavation shall include all materials encountered in excavating the trenches or structural excavations.

L. The contractor shall take all necessary precautions for protecting paved areas from being damaged by the trenching and backfilling equipment. Any damage done to any paved area, outside of the area set forth in the plans, as a result of the construction work shall be repaired by the contractor at his own expense.

M. Where the lines are located behind curbs, the contractor shall take special precautions to protect trees and shrubs. Care shall be exercised to cause as little damage to lawns as possible.

Where lines cross under curbs, gutters or curbs and gutters, tunneling will be required.

N. Blasting for excavation of solid rock will be permitted only after securing the

approval of the Director of Engineering and Transportation and the engineer and only when proper precautions are taken for protection of persons and property. The hours of blasting will be fixed by the engineer. Any damage caused by blasting shall be paid for by the contractor. The method or procedure relative to blasting shall conform to all state laws and local ordinances.

O. The contractor will be required to locate all known utility lines, including consumer service lines, far enough in advance of the trenching to make proper provisions for protecting the lines and to allow for any deviations that may be required from the established lines and grades.

P. The contractor shall not be allowed to disrupt the service on any utility lines except consumers service lines, which may be taken out of service for short periods of time, if the contractor obtains permission from the engineer and from the owner of the premises being served by the utility.

Q. The contractor shall immediately notify the proper utility company of any damage to utility lines, in order that service may be reestablished with the least possible delay. Repair of any damage to existing lines and the repair of consumer lines which are authorized to be cut or temporarily taken out of service shall be made by the contractor at his own expense, and as directed by an official representative of the utility company involved.

R. All utility lines shall be properly supported to prevent settlement or damage to the line both during and after construction.

S. Any permanent relocations of existing utility lines shall be done by the proper utility company without expense to the contractor.

4.2 Backfill General

A. All pipeline excavations shall be backfilled in a manner that will restore pre-existing conditions as the minimum requirement and fulfill all supplementary requirements indicated in the Plans and Specifications. The backfilling operations shall be started as soon as conditions will permit on each section of pipeline to provide continuity in subsequent operations and restore normal public service as soon as practicable on a section-by- section basis. All operations shall be pursued diligently, with proper and adequate equipment, to assure acceptable results.

B. Depositing of the backfill shall be done so the shock of falling material will not injure the structure. Grading over and around all parts of the work shall be done as directed by the Engineer.

C. Whenever soil types which are determined by the Inspector to be undesirable for backfill are excavated from the trench, such material shall be hauled away and deposited where directed by the Inspector at no additional compensation.

D. In the absence of special work item requirements the backfilling shall be accomplished with the use of suitable materials selected from the excavated

materials to the extent available and practical. Should the materials available from the trench section be unsuitable or insufficient, the required additional materials shall be furnished from outside sources at the Owners expense.

E. Suitable material shall be defined as a mineral soil reasonable free of foreign materials (rubbish, debris, etc.) frozen clumps, oversize stone, rock, concrete or bituminous chunks and other unsuitable materials, that may damage the pipe installation, prevent thorough compaction, or increase the risks of after settlement unnecessarily. Material selection shall be such as to make the best and fullest utilization of what is available, taking into consideration particular needs of different backfill zones. Material containing stone, rock, or chunks of any sort shall only be utilized where and to the extent there will be no detrimental effects.

F. Backfill materials shall be carefully placed in relatively uniform depth layers spread over the full width and length of the trench section in a manner and/or sequence that will provide simultaneous support on both sides of the pipeline. Each layer shall be compacted effectively, by approved mechanical of hand methods, until there is no further visual evidence of increased consolidation. Compaction of the in place layer shall be completed acceptably before placing material for a succeeding layer thereon. The manner of placement, layer thickness, compaction equipment, and procedure effectiveness shall be subject to approval of the Engineer. Water jetting or flooding shall NOT be used to compact trench backfill.

G. Within the pipe bedding and encasement zones described as that portion of the trench which is below an elevation one foot above the top of the pipe, the materials placed shall be limited in particular size to 3/4 inch maximum. For larger pipe in access of 18 inches in diameter the Engineer may allow particle sizes up to 2 inches maximum if it can be shown that the backfill can be satisfactorily compacted without leaving voids or damaging pipe or joints. Above these zones, the placement of material containing stones, boulders, chunks, etc. shall be governed by the layer thickness and compaction equipment capabilities.

H. Compaction of materials placed within the pipe bedding and encasement zones shall be accomplished with portable or hand equipment methods to achieve thorough consolidation under and around the pipe and avoid damage to the pipe. Above the pipe zone material, the use of heavy roller type compaction equipment shall be limited to safe pipe loading.

I. The maximum loose thickness of each backfill layer shall be l2 inches, except that l6 inches will be permitted for Granular Materials placed above an elevation one foot above the top of pipe, and with the provision that, by authority of the Engineer in consideration of the demonstrated capability of special type vibratory compactors, these maximums may be increased at his discretion. "Hydro tamps" or "vibra tamp: or other heavy vibrating equipment shall not be used until the backfill has reached a depth of four (4) feet above the top of the pipe.

J. All surplus or waste materials remaining after completion of the backfilling operations shall be disposed of in an acceptable manner within 24 hours after

completing the backfill work on each particular pipeline section. Disposal at any location within the project limits shall be as specified, or as approved by the Engineer; otherwise, disposal shall be accomplished outside the project limits at the Contractor's discretion. The backfilling and surplus or waste disposal operations shall be a part of the work required under the pipeline installation items, not as work that may be delayed until final cleanup.

K. Until final acceptance of the project, the Contractor shall assume full Responsibility and expense for all backfill settlement and shall refill and restore the work as directed to maintain an acceptable surface condition. All additional materials required shall be furnished without additional cost to the Owner.

4.3 Backfill Procedure above Pipe Zone, in Public Rights-of-way and other areas where settlement is important.

A. Backfill above the pipe zone shall be made using Portland cement stabilized backfill or crushed stone screening (crusher fines).

B. Backfill around structures such as manholes, junction boxes, transformer boxes and valve boxes shall be made using portland cement stabilized backfill material or crushed stone screening (crusher fines).

C. The minimum depth of stabilized backfill or crusher fines shall be twelve (12") inches.

When utilities are being constructed under existing paving, the stabilized backfill or crusher fines shall extend from top of the pipe zone to the top of the base course.

When utilities are being constructed under existing unpaved streets that are not scheduled for immediate pavement construction, the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the existing roadway surface.

When utilities are being constructed in new streets that are scheduled for immediate paving or in streets in a new subdivision for which a paving contract with the property developer has been approved the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the bottom edge of the eight (8") inches of subgrade, or, if the paving contractor has constructed a portion of the roadway prior to the construction of the utilities stabilized backfill shall extend to the top of the course the contractor has finished. In no case shall the backfill extend above the top of the base course.

If the final course of asphaltic concrete has been placed, the street or alley surface shall **NOT** be cut for utility installation.

In new streets where stabilized backfill is required only to the bottom of the subgrade course, the minimum depth of stabilized backfill may be reduced to six (6") inches in which case the maximum depth of the "pipe zone" shall be limited to six (6") inches above the top of the utility line or conduit.

D. Backfill Materials

(1) Portland cement stabilized backfill shall consist of caliche base material, blow sand or native soil stabilized by the addition of Portland cement. Crushed stone or concrete aggregate shall **NOT** be used.

The Contractor shall submit a mix design prepared by an approved Commercial Laboratory that will produce a minimum 7 day compressive strength of 150 psi. In no case shall the minimum cement content of the mix be less than 1 sack per cubic yard.

(2) Cement used in Portland cement stabilized backfill shall be Type I or Type II conforming to the requirements of ASTM Designation C150.

(3) Caliche used for Portland cement stabilized backfill shall be crushed material con-forming to Texas State Department of Highways and Transportation 1982Standard Specifications for Construction of Highways, Streets and Bridges Item 248 Type F, Grade 2.

(4) Blow sand used for Portland cement stabilized backfill shall be clean, free from organic matter, clay lumps, rock and other deleterious matter.

(5) Native soil used for Portland cement stabilized backfill shall be clean, free from clods and organic matter, and rock in excess of 2".

(6) Crushed stone screening (crusher fines) used for back fill shall be sharp grained particles of crushed stone conforming to the following gradation

Sieve Size	% Passing
2"	100
#4	35-100
#10	20-100
#40	5-35
#200	4-10

and may be the by product of crushing stone for other purposes or may be stone specifically crushed for use in backfill. Crusher fines not meeting these specifications may be approved for backfill upon demonstration that the desired results will be obtained.

E. Backfill Construction

(1) Portland cement stabilized caliche backfill or Portland cement stabilized native soil backfill may be constructed using either the "dry" method or the "wet" method.

(a) The dry method of stabilized backfill construction consists of dry mixing of the cement and caliche, sand or soil to produce a homogenous mixture then adding and mixing sufficient water for proper compaction and hydration of the cement. The water content of the mixture will be approximately one to two percent above the optimum moisture for soil compaction. The mixing may be accomplished by using batch mixers or on the job site by "blade Mixing" or other suitable method to produce the desired backfill material. The mixed material shall be placed in lifts of up to a maximum of 12 inches and compacted to ninety five (95%) modified proctor density by use of suitable compacting equipment.

(b) In the "wet" method of cement stabilized backfill construction, the materials shall be mixed in an approved concrete batching plant or mixer to the consistency of concrete and placed as concrete would be placed. The slump of the backfill material shall be such that all voids will be filled, approximately four (4") to six (6") inches. The backfill shall be consolidated by rodding or by the use of mechanical vibrators.

(c) The mix design used must be for the method of placement chosen.

(2) Portland cement stabilized blow sand backfill shall be mixed and placed by the "wet" method as described above.

(3) Crushed stone screening (crusher fines) shall be wetted uniformly throughout with sufficient moisture to assure proper compaction before being placed in the trench.

The moistened crushed stone screening (crusher fines) shall be placed in maximum lifts of twelve (12") inches and consolidated using vibratory type compaction equipment except when it has been demonstrated that the compaction equipment employed will adequately compact deeper lifts in which case the maximum depth of a lift shall be limited by the capabilities of the equipment used.

Tests to determine the compacted density of the backfill shall be ordered by the Engineer if in his opinion the compaction is not adequate. Test showing a minimum compacted density of 90% modified proctor will be deemed adequate compaction.

5. INSTALLATION OF DUCTILE IRON PIPE

5.1 Pipe Laying - General

A. All pipe and accessories shall be unloaded, handled, laid, jointed, tested for defects and for leakage and chlorinated in the manner herein specified.

B. The pipe, fittings, valves, and accessories shall be inspected upon delivery and during the progress of the work and any material found to be defective will be rejected by the engineer and the contractor shall remove such defective material from the site of the work.

C. The contractor shall be responsible for all material furnished by him and he shall replace at his own expense all such material that is found to be defective in manufacturer or has become damaged in handling after delivery.

D. All pipe, fittings, valves, and other accessories shall, unless otherwise directed, be unloaded at the point of delivery, hauled to and distributed at the site of the work by the contractor. Loading and unloading, of pipe and fittings shall be by hoisting or by sliding, or rolling on skidways in such a manner as to avoid shock or damage to the material. Under no circumstances shall pipe or fittings be dropped. Pipe handled on skidways must not be skidded or rolled against pipe already on the ground.

The pipe, fittings and accessories shall be placed along the site in such a manner as to be kept as free as possible from dirt, sand, mud, and other foreign matter.

E. All pipe shall be laid and maintained to the lines and grades shown on the plans
or as established on the ground by the engineer.

F. Wherever it is necessary to deflect pipe from a straight line either in a vertical or horizontal plane to avoid obstructions, to plumb valves and hydrants, or where vertical or horizontal curves are shown or permitted, the degree of deflection at each joint shall not exceed the maximum deflection recommended by the manufacturer of the particular kind of pipe being laid and the degree of deflection shall be approved by the engineer.

G. After the trench grade has been completed and all bell holes dug and the grade inspected, the pipes and accessories my be placed in the trench. All pipe, fittings, valves, and hydrants shall be carefully lowered into the trench piece by piece by means of derricks, ropes, or other suitable tools or equipment, in such a manner as to prevent damage to the material in any way. Under no circumstances shall pipe or accessories be dropped or dumped in the trench.

H. Before lowering into trench the pipe shall be again inspected for defects and the pipe while suspended shall be lightly hammered to detect cracks. Any defective, damaged or unsound pipe and materials shall be rejected.

I. All foreign matter or dirt shall be removed from the inside of the pipe and from all bells, spigots or parts of the pipe used in forming the joint, before the pipe is lowered into the trench, and it shall be kept clean by approved means during and after laying.

5.2 Laying and Jointing Ductile Iron Pipe

A. Unless otherwise directed, pipe shall be laid with bells facing in direction of laying; and for lines on appreciable slopes, bells shall, at the discretion of the engineer, face up grade. Cutting of pipe for inserting valves, fittings or closure pieces shall be done in a neat and workmanlike manner without damage to the pipe or the cement lining.

B. The jointing shall be completed for all pipe laid each day. No open joints will be left in the trench overnight. At times when pipe laying is not in progress, the open ends of pipe shall be closed by approved means. No trench water shall be permitted to enter the pipe.

C. No pipe shall be laid in water, or when the trench conditions or weather is unsuitable for such work, except by written permission of the engineer.

D. Rubber Gasket joints for cast iron or ductile iron pressure pipe and fittings shall conform to AWWA Standard C-lll.

E. Before laying the pipes, all lumps, blisters and excess coal tar coating shall be removed from the bell and spigot ends of each pipe; the outside of the spigot and the inside of the bell shall be wire brushed and wiped clean and dry. Pipe ends shall be kept clean until joints are made.

F. The pipe and fittings shall be properly aligned and free to move in any direction while bolting, and the bolts shall be gradually tightened at a uniform rate around the entire flange.

G. Flange joints where used shall be bolted with flange bolts of best quality mild steel and of the size and length required by AWWA C-ll5: Bolts and nuts shall be provided with standard hexagonal heads. Gasket rings shall be used and shall be made of best quality rubber composition sheet packing one-eighth (l/8) inch thick, of a brand and quality approved by the engineer.

H. Standard plugs shall be inserted into the bells of all dead end pipes, tees, or crosses and spigot ends shall be capped. Plugs or caps shall be jointed to the pipe or fittings in the same manner used in joining the pipe.

6. SPECIFICATIONS FOR INSTALLING PRETENSIONED CONCRETE CYLINDER PIPE

6.l General

The applicable portions of the specifications for installing ductile iron pipe shall apply except as amended or supplemented herein.

6.2 Pipe Laying

A. Pipe and fittings shall be handled with care at all times to avoid damage. They shall be lifted by hoists or slide or rolled on skid-ways in such manner as to avoid shock. Under no circumstances shall they be dropped. Pipe must not be skidded or rolled against other pipe or object.

B. Just before making the joint, the bell and spigot rings shall be thoroughly cleaned by wire-brushing until clean and dry. The gasket and the inside surface of the bell shall be lubricated with a light film or soft vegetable soap compound (flax soap) to facilitate telescoping the joint. The rubber gasket shall be stretched uniformly as it is placed in the spigot groove to insure a uniform volume of rubber around the circumference of the groove.

C. The joint shall be telescoped by pulling directly along the centerline of the pipe so that the spigot enters squarely into the bell. After the spigot has been telescoped into the bell, the bell end of the pipe being laid shall be moved in accordance with the plans to secure proper grade and alignment. After the joint is in place, a thin metal feeler gauge shall be used to check the position of the rubber gasket around the circumference of the joint.

D. The inside joint recess shall be filled immediately prior to placing the pipe together by buttering the bell end with mortar. After the joint is engaged, the joint mortar of pipe l8" in diameter and larger shall be finished off smooth by hand. The mortar in pipe smaller than l8" in diameter shall be smoothed and cleaned with a swab.

E. After the spigot has been telescoped into the bell, the joint checked and found satisfactory, a canvas wrapper shall be placed around the pipe, covering the joint. The canvas type wrapper shall be of the quality manufactured by the Mar-Mac Manufacturing Company or approved equal burlap type, and shall be hemmed at each edge to allow threading with a steel strap to securely fasten the wrapper around the pipe by means of a stretcher and sealer.

The wrapper shall have a minimum width of 7" and sufficient length to encircle the pipe leaving enough space between the ends at the top to allow the cement mortar to be poured. The entire joint shall be poured with cement mortar and rodded or agitated to eliminate voids and settlement. Prior to pouring the cement mortar the joint shall be thoroughly cleaned and saturated with clean water. Any joint showing shrinkage or excessive cracking shall be cleaned and remade. In hot weather,

additional measures may be required to obtain the best quality of joint, such as additional wet burlap, curing membrane, or immediate careful and well controlled backfilling of the joint with damp earth.

F. The mortar used at the exterior joint shall consist of one part Portland cement to 2-l/2 parts fine, sharp, clean sand and mixed with water to the consistency of thick cream. Mortar required at the joint shall not be placed in freezing weather unless adequately protected from freezing.

G. The joints for pipe to be installed in casing shall be made as for pipe laid in trench except that the outside portion of the joint shall be wrapped in a special polyurethane wrap impregnated with unhydrated cement manufactured for this purpose, prior to being jacked into the casing pipe. The wrap shall be "Flex-Protex" as manufactured by Mar-Mag Mfg. Corporation or approved equal. The interior of the joints shall be mortared after the pipe to be installed in casing has been jacked into place. The pipe shall not be moved after interior mortaring is completed. After the water line has been installed in the casing the ends of the casing shall be sealed using concrete or cement mortar.

H. Steel cylinder reinforced concrete pipe shall not be pressure tested until it has been in place a minimum of l4 days.

I. The contractor shall fill the steel cylinder reinforced concrete pipe under slight pressure and allow approximately 24 hours for water absorption by concrete lining before performing pressure test.

7. SETTING VALVES, VALVE BOXES, FIRE HYDRANTS AND FITTINGS

7.1 General

Valves and fittings shall be set at the locations shown on the plans or at locations as established by the engineer, and shall be set and jointed to the pipe in the manner heretofore specified for pipe installation. All valves buried in the ground shall have a cast iron valve box set over the valve and set to grade. All valves shall be set vertical, unless otherwise specified, and shall be thoroughly inspected and checked for operation before installation.

7.2 Valve Boxes

Cast Iron valve boxes shall be firmly supported and maintained centered and plumb over the wrench nut of the valve, with box cover flush with the surface of the ground or street paving.

Valve boxes shall be supported by a ring of concrete as shown on the plans and Detail Drawings. This ring shall be Class "A" concrete having a minimum thickness of six (6") inches and shall extend a minimum of twelve (12") inches in all directions from the outside diameter of the valve box and shall be supported on thoroughly compacted backfill.

7.3 Setting Fire Hydrants

A. Fire hydrants shall be located at points shown on the plans, the exact location of the hydrant to be established by the engineer. All hydrants shall be set plumb, to the grade as established by the engineer, and shall have their nozzles parallel with and/or at right angles to the curb, with the pumper nozzle facing the curb. The hydrants shall be supported in such a manner as not to cause a strain on the fire hydrant lead or branch.

The bowl of the hydrant shall be well braced against unexcavated earth at the end of the trench with concrete blocking. The concrete blocking shall be placed so as not to interfere with the hydrant drains and so that the joints or flanges are accessible.

B. Each hydrant shall be connected to the main with a six (6) inch ductile iron branch controlled by an independent six (6) inch gate valve. Each hydrant shall be set upon a stone or concrete slab not less than four (4) inches thick and not less than one square foot of surface area. Where solid rock exists in the bottom of the trench and same is excavated to the proper depth to form a foundation for the hydrant, the slab of stone or concrete may be omitted.

C. There shall be placed around the base of the hydrant not less than seven (7) cubic feet of sound broken stone or clean gravel, or other suitable material to provide reservoir capacity so that the hydrant will completely drain when closed. The gravel or broken stone shall reach from the bottom of the trench to at least six (6) inches above the waste opening in the hydrant. Each hydrant shall be operated by the contractor to prove to the inspector that the drain hole has not been plugged with concrete or other material.

8. **ANCHORAGE OF BENDS, TEES AND PLUGS, ETC.**

Reaction or thrust blocking shall be applied to all pipe lines at all tees, plugs, caps, valves, fire hydrants, and at bends deflecting ll-1/4 degrees or more. Concrete shall be used for blocking the pipe and fittings. Concrete for thrust block shall have a minimum compressive strength of 3,000 psi and shall conform to Texas Highway Department Class "A" concrete. Before thrust blocking is placed the element to be blocked shall be carefully wrapped in polyethylene sheeting having a minimum thickness of 3 mils. The blocking shall be placed between solid ground and the fitting to be anchored; the area of bearing on pipe and on the ground in each instance shall be that required by the engineer. The blocking shall be so placed that the pipe and fitting joints will be accessible for repair.

9. DISINFECTION OF PIPE LINES

The contractor shall furnish all labor, equipment, and materials necessary to the disinfecting of the new pipe lines which shall be disinfected before being placed in service. The lines shall be disinfected by the application of a chlorinating agent. The chlorinating agent may be a liquid chlorine, liquid chlorine gas water mixture, or a calcium hypochlorite solution, which shall be fed into the lines through a suitable solution feed device, or other methods approved by the engineer. The chlorinating agent shall be readily dissolvable and of a type that will rapidly mix with the water as it is loaded into the water line. Tablets or other solid form shall not be used unless they are dissolved before being placed into the line. The chlorinating agent shall be applied at or near the point from which the line is being filled, and through a corporation stop or other approved connection inserted in the horizontal axis of the newly laid pipe. The water being used to fill the line shall be controlled to flow into the section to be disinfected very slowly, and the rate of application of the chlorinating agent shall be in such proportion to the rate of water entering the pipe that the chlorine dose applied to the water entering the line shall be at least 50 parts per million. The treated water shall be retained in the pipe lines for a period of not less than twenty four (24) hours. At the end of the retention period all treated water shall be thoroughly flushed from the lines until the replacement water in the lines shall have a chlorine residual of not more than 0.2 parts per million. Where it is necessary to place the new lines in service in less than 24 hours, the concentration of chlorine may be increased to 300 ppm and the lines flushed and placed in service in 3 hours. Disinfecting procedures shall conform to AWWA C 60l.

l0. HYDROSTATIC TESTS

All pipe lines constructed under this contract before being accepted, shall be tested at l20% design pressure as described in the following paragraphs. This test shall apply to all newly laid pipe or any valved sections thereof.

The required test pressure (l80 pounds per square inch) shall be maintained over a continuous period of not less than eight (8) hours.

Each valved section of pipe shall be slowly filled with water, being certain that all air is expelled from the pipe by using hydrants, blow-offs or taps at points of highest elevation in the line. The specified pressure shall be applied by means of a pump and flow meter (gpm and amount) connected to the pipe in a manner satisfactory to the engineer. The contractor shall furnish all necessary equipment, materials and labor to satisfactorily make the hydrostatic tests.

After the line section to be tested has been brought to pressure, a visual inspection shall be made of all joints, fittings, valves, and appurtenance. Any leaks thus located shall be corrected before continuing with the test.

If the test indicates a leakage in excess of a rate equal to twenty-five (25) gallons per inch of nominal diameter of pipe line per mile per day (maximum 600 gallon per mile per day total leakage) the cause of such leaks shall be determined and corrected and the line retested until satisfactory results are obtained.

11. **REMOVING AND REPLACING PAVEMENT**

A. When it is necessary to cut existing paving to install utilities the paving shall be repaired as soon after the backfill is consolidated or the cement stabilized backfill has reached sufficient strength as practical. The repair shall be made using Texas Highway Department Type "D" Hot Mix Asphaltic Concrete and shall have a minimum thickness equal to the thickness of the existing surface.

B. Edges along the trenches and around pits shall be saw cut to remove damaged edges and/or surface. Saw cuts shall be straight and parallel to or at right angles to the street or alley center line in so far as practical. Meandering, zig-zag or notched saw lines will not be permitted. The saw cuts shall be such that a minimum of 6" of surface is removed beyond the edges of the trench.

C. The edges of the saw cut and surface of the backfill material shall be tack coated prior to the placing of hot mix asphaltic concrete. The tack coat shall be either RC-250 cut back asphalt or RS2h emulsified asphalt or approved equal. When emulsified asphalt is used for tack coat the asphaltic concrete shall not be placed until the break of the emulsion is complete and all free water has evaporated or has been removed.

D. After the tack coat is cured the hot mix asphaltic concrete shall be placed uniformly throughout the repair area. The edges of the repair shall be squared up and the hot mix asphaltic concrete thoroughly compacted. Any large aggregate that is separated from the mix during the leveling process shall be removed from the surface and disposed of off the project. Care shall be taken that none of the mix over laps the old paving. Any mix that has "scabbed" onto the paving shall be removed before the section is reopened to traffic.

Sufficient mix shall be placed so that the finished repair is from one eight (1/8") inch to one quarter (1/4") inch above the old paving surface to allow for further consolidation by traffic.

12. **TUNNELING UNDER UTILITY LINES, ETC**.

Where pipes, conduits or concrete curbs, gutters or other obstructions are encountered in the construction, the cost of tunneling under such obstructions shall be included as a part of the cost of the pipe line, or other pay items, complete in place.

13. **HIGHWAY CROSSING**

A. The City of Midland will obtain any required permits from the State Highway Department for installation of the water line along and across the highway right-of-way. It shall be the contractor's duty and responsibility to coordinate the time of making the crossing and the manner of handling traffic.

B. Installations of the casing pipe shall be accomplished by boring or open cut trench as indicated on the drawings and in accordance with the Texas Department of Transportation permit and requirements. Equipment used shall be of such size and capacity as to allow the placement of the casing to proceed in a safe and expeditions manner. Installation of the casing and the excavation and removal of the materials

within the casing shall proceed simultaneously.

The boring shall proceed from a pit provided for the boring equipment and workmen. Excavation and location of the pit shall be approved by the Engineer. Boring without the concurrent installation of the casing pipe will not be permitted. The use of water or other fluids in connection with the boring operation will be permitted only to the extent of lubricating cuttings. Jetting will not be permitted. Overcutting in excess of one inch shall be remedied by concrete pressure grouting the entire length of the installation. All joints for casing pipe installed in bore shall be welded. Care shall be taken to keep the casing pipe on the proper line and grade.

C. After the casing pipe has been installed and is accepted by the Engineer, the pipe shall be shoved through the casing. The pipe shall be pushed or pulled through the casing by exerting pressure on the barrel of the pipe and not on the bell, and shall be done in such a manner that the joint is always in compression during the shoving operation. Hardwood, or other suitable material skids shall be banded with stainless steel bands to each joint of pipe In accordance with the pipe manufacturers recommendation. The hardwood skids shall be of sufficient dimensions to allow the bell of the pipe to clear the casing pipe by at least one-half inch. The length of the skid shall be in accordance with the pipe manufacturers recommendations. A minimum of three bands shall be used to secure the skids to the pipe. The skids shall be such that the carrier pipe will be centered in the casing pipe. The design of skids and bonding techniques shall be submitted to the Engineer for approval prior to use.

In general waterline installation in the casing pipe shall conform to AWWA C 600-Section 6 requirements.

After completion of pipe installation in casing, the ends of the casing shall be sealed off by use of concrete grout. The minimum compressive strength of the grout shall be 2,000 psi in 28 days.

14. **SHORING & SHEETING**

14.1 Description

This item shall govern for the Trench Safety Systems required for the construction of all trench excavation to be utilized in the project and including all additional excavation and backfill necessitated by the safety system. A trench shall be defined as a narrow excavation (in relation to its length) made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet. The depth is five feet or more.

Trench Safety Systems include but are not limited to sloping, sheeting, trench boxes or trench shields, sheet piling, cribbing, bracing, shoring, dewatering or diversion of water to provide adequate drainage.

l4.2 Construction Methods

Trench safety systems shall be accomplished in accordance with the detailed specifications set out in the provisions of Excavation, Trench, and Shoring, Federal Occupational Safety and Health Administration (OSHA) Standards, 29CFR, Part 1926, Subpart P, as amended, including Proposed Rules published in the Federal Register (Vol. 52, No. 72) on Tuesday, October 31, l989. The sections that are incorporated into these specifications by reference include Sections 1926-650 through 1926-652. Legislation that has been enacted by the Texas Legislature, being Tex. Rev. Civ. Stat. Ann. arts. 1015q, 2368a.6 (Vernon Supp. 1988) with regard to Trench Safety Systems, is hereby incorporated, by reference into these specifications.

A reproduction of the OSHA Publication 2226 is attached for the convenience of the Contractor. The City assumes no responsibility for the accuracy of the reproduction or that it reflects current law. The Contractor is responsible for obtaining a copy of this section of the Federal Register for his use.

If the contractor elects to use a trench protective system that, in the Proposed Rules, requires "Design by a qualified person or a qualified engineer," [For example see 1926.652(b) (3) and 1926.652(c) (4)], "a qualified person or qualified engineer" shall be a Professional Engineer registered in the State of Texas. The Contractor is responsible for obtaining boring and soil analysis as required for the planned design. The trench excavation is to be designed in conformance with OSHA standards and regulations.

14.3 Safety Program

The Contractor shall submit a safety program specifically for the construction of trench excavation. The trench safety program shall be in accordance with OSHA standards governing the presence and activities of individuals working in and around trench excavation.

14.4 Inspection

The Contractor shall make daily inspections of the Trench Safety Systems to ensure that the systems meet OSHA requirements. Daily inspection is to be made by a "competent person" provided by the Contractor. If evidence of possible cave-ins, or slides, is apparent, all work in the trench shall cease until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench. It is the sole duty, responsibility and prerogative of the Contractor, not the owner or the Engineer, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project. The Contractor shall maintain a permanent record of daily inspections.

14.5. Safety Restrictions - work near high voltage lines

The following procedures will be followed regarding the subject item on this contract:

A. Warning signs painted yellow with black letters that are legible at twelve feet shall be placed inside and outside vehicles such as cranes, derricks, power shovels, drilling rigs, pile drivers, hoisting equipment or similar apparatus. The warning sign shall read as follows:

"WARNING - UNLAWFUL TO OPERATE THIS EQUIPMENT WITHIN SIX FEET OF HIGH VOLTAGE LINES."

B. All equipment except back hoes or dippers that may be operated within ten feet of high voltage lines shall have an insulating cage-type of guard about the boom or arm and insulator links on the lift hook connections.

C. When necessary to work within six feet of high voltage electric lines, notification shall be given the power company who will erect temporary mechanical barriers, de-energize the line, or raise or lower the line. The notifying department shall maintain an accurate log of all such calls to the Power Company, and shall record action taken in each case.

D. The Contractor is required to make arrangements with the Power Company for the temporary relocation or raising of high voltage lines at the Contractor's sole cost and expense.

l5. MEASUREMENT AND PAYMENT

l5.l General

The unit price or lump sum price bid on each item, as stated in the proposal, shall include furnishing all labor, superintendence, machinery, equipment, and materials necessary to complete the various items of work in accordance with the plans and specifications. Cost of work or materials shown on the plans and called for in the specifications and on which no separate payment is made shall be included in the bid price on the various pay items.

l5.2 Water Lines

A. Measurement

The length of pipe lines for the various sizes, classes and types to be paid for will be determined by measurement along the center lines of the pipe installed, measurement being made from the center of fitting to center of fitting or end of pipe, without any deduction for the length of intermediate fittings or valves including pipe installed in casing.

B. Payment

Furnishing and installing approved type pipe of the various sizes and classes shown on the plans or as required will be paid for at the unit price bid per linear foot for furnishing and installing the various sizes and classes of approved pipe complete in place. The unit price bid shall be complete compensation for furnishing and installing the pipe complete in place including all excavation, backfilling, testing and disinfection of lines and shall include any and all incidental work not otherwise included in the bid items or otherwise provided for in the specifications.

l5.3 Solid Rock Excavation

All excavation for pipe trenches shall be unclassified and no extra compensation will be made for solid rock excavation. The contractor is expected to make boring of his own and satisfy himself to the character of material which will be encountered.

l5.4 Gate Valves or Butterfly Valves

A. Measurement

Gate valves or butterfly valves will be counted in the field after installation by the size and type specified and actually installed.

B. Payment

The unit price bid for each type and size valve shall be complete compensation for furnishing and installing the valves, complete in place, including the furnishing and installation of cast iron valve boxes on all valves to the finished grade of the adjacent surface. All valves in paved areas shall be set to finish pavement grades

l5.5 Fire Hydrants

A. Measurement

Fire hydrants will be counted in the field after installation in accordance with the plans and specifications.

B. Payment

The unit price bid shall be complete compensation for furnishing and installing the fire hydrants, complete in place, each, including lead pipe the gravel drain, concrete blocking, extension or additional bury depth as required for a complete installation.

I5.6 Service Connections

A. Measurement

The number of service connections of the type and size specified to be paid for will be counted in the field after complete installation.

B. Payment

The unit price bid shall be complete compensation for furnishing and installing the service connections, complete in place, including the meter box and lid, service line, corporation stop, meter stop and incidentals required for a complete installation.

I5.7 Ductile Iron Fittings

A. Measurement

The weight of the various ductile iron fittings and specials were estimated by using the standard weights for cast iron fittings as established by the American Water Works Association or American Standard Association. Measurement of ductile iron fittings will be made by counting the actual number of fittings installed and multiplying the number of fittings by the catalog weights for those types of fittings actually installed. Allowance will be made for glands and bolts.

B. Payment

The ductile iron fittings or specials required in the construction of the various size pipe lines as shown on the plans or as required will be paid for at the unit price bid per ton for furnishing and installing the ductile iron fittings complete in place. The unit price shall also include all materials, excavation, backfilling, concrete blocking and other incidental work required for the complete installation.

I5.8 Steel Cylinder Concrete Pipe Fittings

A. Measurement

No separate measurement or count of fittings and specials for steel cylinder concrete pipe will be made.

B. Payment

No separate payment will be made for fittings or specials for steel cylinder concrete pipe used on this project, but the cost of same shall be included in the price bid per linear foot for the various classes and sizes of pipe in the bid proposal.

l5.9 Casing Pipe In Bored Hole Or Open Cut

A. Measurement

Measurement of the casing pipe, of the type and size specified, shall be made by the linear foot of casing installed complete in bored hole or installed complete in open cut.

B. Payment

The unit price bid per linear foot for casing in bored hole or for casing in open cut shall be complete compensation for furnishing and installing the casing, complete in place, including all pits, boring equipment, materials and labor required for a complete installation. Payment for carrier pipe installed in the casing will be made as stated under Waterlines above.

l5.l0 Paving Cut and Repair

A. Measurement

Measurement of paving cut and repair will be made by the square yard for replacing pavement of the type specified. The area of the pavement replaced shall be determined by actual measurements on the ground; however, measurement will be limited to areas within widths of cuts as shown on the plans unless additional widths are authorized by the engineer. Any pavement removed or damaged outside of the aforementioned limits shall be replaced as prescribed with these specifications, but will not be measured for payment.

B. Payment

The unit price bid, per square yard, shall be complete compensation for cutting and removing the pavement, and constructing the concrete base and surfacing of the type specified, all as specified herein and as shown on the plans.

15.ll Trench Safety Systems, Sheeting and Shoring

A. Measurement

Trench Safety Systems shall be measured by the linear foot along the centerline of trench including manholes and other line structures.

B. Payment

Payment for Trench Safety Systems, measured as prescribed above, shall be made at the unit price bid per linear foot of "Trench Safety Systems: Payment of all work prescribed under this item shall be full compensation for the Trench Safety Systems including all Engineering cost and any additional excavation and backfill required, for furnishing, placing, maintaining and removing all shoring, sheeting, or bracing; for dewatering or diversion of water; for all jacking and jack removal; and for all other labor, materials, tools, equipment and incidentals necessary to complete the work.

Revised 08/07

GRAVITY FLOW PIPE SEWERS AND FITTINGS FOR WASTE WATER AND STORM WATER

PART I – GENERAL

1.01 SCOPE

A. The work covered by this specification shall include the furnishing of all material, labor and equipment to construct, complete in place, all Gravity sewers including jointing, gaskets, fittings, castings, mortar, concrete, the placing of sewer pipe, and the construction of manholes and other appurtenance, all in accordance with the details shown on the plans and these specifications for the drainage of sanitary and/or storm sewage.

B. Sanitary and storm sewer lines constructed under these specifications shall be straight in grade and alignment between manholes. Manholes shall be constructed at any change in grade and at any change in alignment. In general manholes are to be constructed at 300 feet intervals or less with the maximum distance between manholes being 350 feet when approved by the Engineer.

1.02 QUALITY ASSURANCE

A. The Contractor, at the Engineer's request, shall furnish a certificate from the manufacturer of the pipe and fittings that the manufacturer is fully competent and capable of manufacturing sewer pipe, fittings, and accessories of the type, size and grade proposed for use in this project that are of uniform texture and strength that will fully comply with these specifications and have so manufactured this class of pipe in sufficient quantities to be certain that it will meet all normal field conditions of usage. The manufacturer must have adequate equipment and quality control facilities to be sure that each extrusion casting or run of pipe is uniform in texture, dimensions, and strength.

B. All PVC, HDPE, or plastic resin based pipe and fittings shall be covered during storage to protect them from excessive heat and direct sunlight.

C. All pipe and accessories shall be stored above ground and fully supported so that they will not bend or deflect excessively under their own weight.

D. Pipe in any way damaged or deformed during storage shall not be incorporated into this project, but at the direction of the Engineer, shall be permanently removed from the job site and project area.

1.03 TYPE OF PIPE

A. Pipe for sanitary sewers 15 inches in diameter and less shall be PVC. Pipe for storm drains 15 inches in diameter and less may be corrugated steel pipe when called for on the plans and in the bid proposal. Pipe 18 inches in diameter and larger shall be of the type shown on the plans and bid proposal.

B. The contractor may be allowed to bid a choice of two or more of the pipe materials when pipe 18 inches in diameter and larger are proposed for use on a project. When such choice is allowed the permissible choices will be clearly stated on the plans and/or bid proposal and a blank space will be provided for the contractor to write in the type of pipe proposed for use on the project. When such blank spaces are provided, the contractor must choose one of the permitted pipe materials as specified in part 2 “Materials” of these specifications and write in the type of pipe bid. Failure to write in the type of pipe bid may be reason to disqualify the bid. One or more types of pipe 18 inches in diameter and larger may be excluded from consideration on any given project by notes on the plans and/or the bid proposal.

PART 2 – MATERIALS

2.01 POLYVINYL CHLORIDE (PVC) PIPE AND FITTINGS FOR SANITARY AND STORM SEWERS

A. GRAVITY SEWERS

(1) Pipe and fittings in nominal diameters from 4-inch through 15-inch shall be manufactured in accordance with ASTM D3034, “Type PSM Polyvinyl Chloride (PVC) Sewer Pipe and Fittings” and pipe and fittings in diameter 18” through 36” shall be manufactured in accordance with ASTM F-679 or ASTM F-794, closed profile, subject to the modifications and limitations below.

B. MODIFICATIONS AND LIMITATIONS

(1) The concrete slab manhole tops shall be reinforced with number 4 steel reinforcing bars spaced at 12 inches on center each way. Additional diagonal bars shall be placed on 4 sides around the manway opening. The diagonal bars shall be number 4 rebar with a minimum length equal to the diameter of the manway opening plus 4 inches. The steel reinforcing mat shall be placed in the bottom of the slab with 1-1/2 inches protective covering.

(2) The term Dimension Ratio (DR) or standard dimension ratio (SDR) is the ratio of the average outside pipe diameter to the minimum wall thickness rounded to the nearest 0.5. The maximum DR for PVC sewer pipe shall be 35. PVC pipe sewers that will have less than 4 feet of cover shall be DR26.

(3) PVC pipe manufactured under ASTM F679 or F794 shall have a wall thickness that will meet or exceed the D.R. and stiffness specified herein. The minimum pipe stiffness for pipe having a DR of 26 shall be 115 psi. The minimum pipe stiffness for DR 35 pipe shall be 46 psi.

(4) Where DR 26 pipe is specified, all necessary fittings shall be the same as for SDR 35 PVC pipe.

(5) Minimum wall thickness for ASTM D-3034 PVC pipe shall be as follows:

Nominal Size (in.)	Min. Wall Thickness (in.)	
	DR 26	DR 35
4	0.162	0.120
6	0.241	0.180
8	0.323	0.240
10	0.404	0.300
12	0.481	0.360
15	0.588	0.437

The minimum wall thickness for PVC pipe meeting ASTM F-679 or F-794 requirements shall be the thickness as set forth in said ASTM specification that will meet or exceed the pipe stiffness and DR required.

(5) The identification markings as shown in Section 12 of ASTM 3034 shall note the specified DR of 26 where applicable.

(6) All pipe and fittings shall have the dimensions for inside diameter, outside diameter, etc. as shown in ASTM D3034 and/or ASTM F-679 except that the inside diameter DR 26 may be reduced by the added wall thickness.

(7) The pipe and fittings shall be homogeneous throughout and free from visible cracks, holes, foreign inclusions, or other injurious defects. The pipe shall be as uniform as commercially practical in color, opacity, density, and other physical properties.

(8) The Contractor shall provide wyes, tees, bends, adapters, and any other fittings called for in the specifications and/or shown on the plans or directed by the Engineer.

(9) The standard length of ASTM, D-3034 SDR 35 or SDR 26 PVC pipe under this specification shall be 20 feet with a minimum of 10 feet, except that all pipe used in service lines shall not exceed 10 feet in length unless otherwise approved by the Engineer. The standard laying length for ASTM F-679 PVC pipe shall be 13 feet. The Engineer must approve other laying lengths.

C. SEWER LATERALS AND CONNECTIONS

Pipe and fittings for service lines shall be the same material and thickness class as required for the main sewer. Schedule 40 PVC pipe may be used for 4” service lines when PVC pipe meeting requirements of ASTM 3034, SDR 35 is required.

D. JOINING SYSTEMS

(1) PIPE JOINTS

The pipe shall be joined with an integral bell, bell and spigot type rubber gasket joint. Each integral bell joint shall consist of a formed bell complete with a single rubber o-ring gasket. Gaskets shall be manufactured in accordance with ASTM F477 and shall be installed in accordance with the pipe manufacturer's instructions using all the necessary materials, lubricants and equipment recommended by the manufacturer.

For pipe 18" through 36" gaskets shall be factory installed and chemically bonded to the bell end of the pipe.

Lubricant shall be water soluble, non-toxic and have no deteriorating effects on gasket or pipe materials and shall not support the growth of bacteria. Lubricant shall be suitable for use at temperatures from 5^{o} to 120^{o} F (-15^{o} to 50^{o} C). Containers shall be labeled with the manufacturer's name and identified as PVC pipe joint lubricant. Each lubricant container shall have printed instructions for usage and joint assembly.

Field welded joints will not be allowed.

(2) FITTING JOINTS

All fittings shall utilize rubber gasket joints of the same type design and specifications as pipe joints.

(3) PIPE SPIGOT

The pipe spigot shall have a bevel and an insertion stop mark. The assembled joint shall be designed so the gasket shall be radially compressed to assure a positive water-tight seal for all installation conditions recommended by the manufacturer and under all combinations of production tolerances for the joint components. Each size joint shall be qualified to no leakage under various test conditions in conformance with ASTM Specification D-3212, "Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals."

E. INSPECTION AND TESTING

(1) INSPECTION REQUIREMENTS

Certification: as the basis of the acceptance of the material, the manufacturer will furnish a certificate of conformance to these specifications. The manufacturer will furnish other conformance certification in the form of affidavit of conformances, test results, and copies of test reports.

(2) PHYSICAL TEST REQUIREMENTS

For each 4,000 linear feet of pipe manufactured of each class and size of pipe, the following certified test data shall be required:

1. The basic dimensions shall be measured.
2. The allowable crush load (lbs/ft ^{2}) shall be calculated.
3. Impact resistance, fusion quality and ductility shall be tested.

F. MARKING AND DELIVERY

Each pipe shall be identified with the name of manufacturer, nominal size, cell classification, ASTM designation F794, Uni-Bell Plastic Pipe Association designation Uni-B-9, the pipe stiffness designation “PS-46 psi” and manufacturer’s date code.

1. MANHOLE CONNECTIONS

The Contractor shall provide smooth pieces of pipe for connecting sewer line into manholes. The Contractor shall be required to assist the manhole gasket supplier with the nominal outside diameter of these smooth pieces of pipe, as manufactured. There shall be only one plain end thickness for each diameter of pipe specified for the project.

2. DELIVERY

All pipe couplings and fittings shall be prepared for standard commercial shipment.

The pipe shall be inspected upon delivery to the job site for final acceptance. The contractor shall be responsible for all material furnished by him and he shall replace, at his own expense, all such material that is found to be defective in manufacture or which has become damaged in handling until final acceptance has been made. Pipe, which exhibits excessive ovalty or curvature, shall be rejected.

PVC pipe and fittings shall be covered during storage to protect them from excessive heat and direct sunlight.

All pipe and accessories shall be stored above ground and fully supported so as not to bend or deflect excessively under its own weight.

2.01(a) Metallic Marking Tape (For PVC Sewer Pipe)

2.01 (a).1 General

When non-metallic pipelines are to be installed, then the Contractor shall furnish and lay, above the pipeline, a continuous strip of metallic identification tape.

2.01 (a).2 Tape Material

The metallic identification tape shall be at least two inches (2”) in width and shall be of corrosive resistant metal of sufficient thickness to be stable and reflect electronic signals to electronic pipeline detector when buried to a dept of twenty-four (24”) below normal ground level.

The metallic tape shall be painted green on one side and shall have 1-inch high letters painted continuously on the same side of the tape which read, “CAUTION: BURIED SEWER LINE BELOW” or other words to this effect.

The marking tape shall be “Detectable Marking Tape”, as manufactured by the Omega Marking Company, or equal approved by the Engineer.

2.01(a).3 Construction Methods

The Contractor shall backfill over non-metallic pipelines to a depth which is less than twenty-four (24”) and not more than twelve inches (12) from the top of the cut of the ditch section in which the pipeline is laid. Contractor shall stop the backfilling material to a generally uniform level. All machine tamping, jetting and other compaction activities shall be accomplished up to this point of height in the backfilling the marking tape is placed in the trench.

The Contractor shall then lay the marking tape in the pipe trench and shall be held in position by the spot placement of backfill materials over it to keep it from sliding t the sides and/or from being blown about in the ditch by the wind. The tape shall be lid with the painted side, which shall also be the side with the identification lettering on it, in the “up” position. The tape shall be laid in the flat position and kept there until backfill is accomplished.

The Contractor shall then complete the backfilling operation in such a manner that the marking tape is not cut, crimped, ruptured or separated by the backfilling work.

2.01(a).4 Measurement and Payment

No separate pay item will be provided for furnish and placing the marking tape. This item shall be considered subsidiary to the non-metallic pipe being placed.

2.02 CORRUGATED STEEL PIPE (CSP) FOR STORM SEWERS AND CULVERTS ONLY

1. PIPE

A. STEEL SHEET STOCK

(1) Corrugated steel pipe shall be manufactured using galvanized steel sheet AASHTO M 218 or aluminized steel sheet AASHTO M 274.

(2) The lining for smooth lined corrugated steel pipe shall be polymer coated on both sides. The minimum thickness of the polymer coating shall be 10 mils.

B. PIPE DESIGNATION

(1) Pipe furnished shall be manufactured in accordance with AASHTO Specification M 36.

(2) Corrugated steel pipe shall be one or more of the following type as designated in AASHTO M 36.

Type I - Full circular cross section having helical corrugations.

Type IA - Full circular smooth lined pipe constructed of an outer shell having helical corrugations with a smooth sheet lining attached to the outer shell at helical lock seams.

Type IR - Full circular cross section with helical rib protruding outward.

Type II - Type I pipe formed into a pipe arch.

Type IIA - Type IA pipe formed into a pipe arch.

The type of pipe furnished on this project will be as shown on the plans and in the bid proposal.

When no type of pipe is called for on the plans or in the bid proposal helically corrugated circular single wall pipe (Type I or Type IR) shall be furnished.

C. MANUFACTURERS CERTIFICATION

(1) The pipe manufacturer will be required to certify the adequacy of the pipe furnished for the application and design life of the project.

(2) The design life for storm sewers constructed under this specification is 50 years.

(3) The pipe manufacturer will be required to run soil pH, soil resistivity and such other test as they deem necessary to design pipe thickness and protective coatings required to assure the adequacy of the pipe supplied.

D. CORRUGATION AND MINIMUM THICKNESS

(1) Thickness used in this specification refers to the bare steel thickness before coating is applied. The minimum thickness for any single wall corrugated steel pipe furnished under this specification is 16 gage.

(2) All corrugated steel pipe furnished under these specifications shall have helical corrugations.

(3) Circular corrugated steel pipe 48” in diameter and smaller shall have 2-2/3” x ½” corrugation and shall be a minimum of 16 gage in thickness.

Circular corrugated steel pipe larger than 48” in diameter may have either 2-2/3 x ½” or 3” x 1” corrugations. The minimum thickness for corrugated steel pipe larger than 48” in diameter and having 2-2/3 x ½” corrugation shall be as follows:

54” Diameter - 12 gage
60” Diameter - 10 gage
66” through 90” Diameter - 8 gage

The minimum thickness for circular corrugated steel pipe having 3” x 1” corrugation and diameters of 54” through 90” shall be 14 gage.

(4) For smooth lined corrugated steel pipe the minimum thickness for the lining shall be 20 gage and the minimum thickness for the outer shell shall be 18 gage.

The corrugations for the outer shell shall be 2-2/3” x ½” for pipe 48” diameter and smaller. Larger diameter pipe may use 3” x 1” corrugations in the outer shell. The sum of the thickness for the outer shell and the liner shall be a minimum of one thickness unit greater than the thickness that would be required for single wall pipe of the same diameter or span.

(5) Spiral rib steel pipe (Type IR) shall have outward projecting spiral corrugations of ¾” x 1” at 11-1/2” on center in accord with AASHTO specification M 36 or ¾” x ¾” at 7-1/2” on center as described in AASHTO specification M 196.

The minimum thickness for spiral rib pipe 48” in diameter and smaller shall be 16 gage.

The minimum thickness for spiral rib pipe 54” and 60” in diameter shall be 14 gage.

The minimum thickness for spiral rib pipe 66” and 72” in diameter shall be 12 gage.

The minimum thickness for spiral rib pipe larger than 72” in diameter shall be as shown on the plans.

(6) The corrugations and minimum thickness of corrugated steel pipe arch shall be in accord with the following table:

EQUIV. Dia. (in.)	2-2/3" x ½" Corrugations Span (in.)	Rise (in.)	Gage	3" x 1" Nominal Size Span (in.)	Rise (in.)	Gage
15"	17	13	14			
18"	21	15	14			
24"	28	20	14			
30"	35	24	14			
36"	42	29	14	40	31	16
42"	49	33	12	40	36	14
48"	57	38	10	53	41	12
54"	64	43	10	60	46	12
60"	71	47	8	66	51	12
66"	77	52	8	73	55	12
72"	83	57	8	81	59	12
78"				87	63	12
84"				95	67	12
90"				103	71	12

When 2-2/3" x ½" corrugations are called for on the plans and/or on the bid schedule the substitution of 3" x 1" corrugations will be allowed only upon the demonstration by the contractor that there is sufficient head room to accommodate the higher rise for arch pipe of this cross section.

E. END TREATMENT AND JOINING

(1) The ends of all corrugated steel pipe furnished for this project shall be rolled to provide circumferential corrugations for coupling. The end corrugations for all pipe 48" in diameter and less shall be 2-2/3 x ½". The end corrugations for single wall helically corrugated steel pipe or for smooth lined corrugated steel pipe 54" in diameter and larger shall be the same pitch as the pipe furnished and may be either 2-2/3" x ½" or 3" x 1". The end corrugations for spiral rib (Type IR) corrugated steel pipe shall be 2-2/3" x ½" or 3" x 1" for pipe 54" and larger in diameter.

(2) Coupling bands shall be made of the same material as the pipe and shall be not more than 3 nominal sheet thicknesses lighter than the pipe joined and in no case less than .052 inch.

Jointing devices for joining corrugated steel pipe shall have a gasket and shall produce a joint meeting the infiltration/exfiltration requirements of these specifications.

If it should be necessary to cut a joint of Helically corrugated pipe and join the unreformed end to another section of pipe or fitting extra width bands will be required and special care must be taken to insure a water tight connection.

Locking bands shall be corrugated and shall securely fit into at least one full annular corrugation. The corrugations on the locking band must match the corrugations on the pipe being joined.
The minimum width for locking bands is as follows:

for 2-2/3 x ½ inch corrugations	10-1/2 inches
3 x 1 inch corrugation	12 inches

For helical corrugations that have not been reformed the coupling bands must be at least 2 inches wider than the widths listed above.

Unless shown otherwise on the plans all bolts for coupling or locking bands shall be ½ inch in diameter. Bands 12 inches wide or less shall have a minimum of 2 bolts. Bands wider than 12 inches shall have a minimum of 3 bolts.

Bolts must be galvanized in accordance with AASHTO Designation M232 or ASTM A164 Type RS.

(3) Gaskets for corrugated steel pipe shall be closed cell expanded rubber and shall be formed into a continuous band. Gaskets may be either “O” ring or flat band as recommended by the pipe manufacturer. Flat band gaskets shall be a minimum of 7” wide and 3/8” thick. “O” ring gaskets shall be 13/16” diameter minimum for pipe 36” in diameter or less and 7/8” for pipe larger than 36” diameter and having ½” deep corrugations. “O” ring gaskets shall be a minimum of 1-3/8” diameter for pipe having 1” deep corrugations. When “O” ring gaskets are furnished, an additional flat gasket shall be furnished and placed between the overlapping ends of the coupling band. This flat gasket shall completely fill the gap between the “O” rings. All gasket materials shall be capable of producing a water tight joint that will meet the leakage requirements of these specifications.

2. CORRUGATED STEEL MANHOLE FITTINGS, AND CLEAN OUTS

A. FABRICATION

(1) Corrugated steel manholes and fittings shall be constructed of the same material and type of pipe furnished for the storm sewer line with the exception that manhole risers shall be helical corrugated single wall circular pipe when used with pipe arch sewers or smooth lined corrugated steel pipe. The thickness of the manhole riser shall be the same as would be required for the same type and diameter pipe if it were used for the storm sewer.

(2) Cleanouts for use on shallow storm sewer and inlet leads shall be manufactured from pipe meeting the requirements of these specifications. Cleanouts shall be constructed to the dimensions and in accord with the details shown on the plans.

B. CONNECTION TO MANHOLES AND CLEANOUTS

(1) Stub outs from manholes and cleanouts for connection to storm sewers and inlet leads shall have annular corrugations and shall be compatible with the type and size of pipe being connected. Stub outs provided for connection to PVC pipe storm sewers and inlet leads shall be sized so that the PVC pipe can be inserted into the stub leaving the least amount of annular space between the PVC pipe and the CSP practical. The PVC pipe shall be connected using an approved molded rubber or PVC sleeve connector clamped to both pipes with stainless steel straps.

The connector shall be a flexible coupling as manufactured by Fernco, 300 S. Dayton St., Davison, MI., or approved equal.

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C. LEAKAGE

Manholes, fittings and cleanouts shall meet the leakage requirements of these specifications.

D. SHOP DRAWINGS

The contractor shall submit shop drawings of all manholes, fittings and cleanouts for approval prior to their fabrication. A minimum of 5 sets of drawings for each manhole, each fitting and each cleanout shall be submitted.

E. CONCRETE SLAB TOPS

A reinforced concrete slab top shall be constructed for each manhole and cleanout. The slab shall extend to one foot (1') outside the riser section on all sides and shall have an eccentric 2' diameter opening for the manway located at the outside edge of the riser section. For manholes and cleanouts designated for standard manhole rings and covers the concrete top shall be 8 inches thick and shall be finished smooth to receive the manhole ring.

For manholes designated to receive pressure type manhole rings and covers the concrete slab top shall be a minimum of 12 inches thick and shall have L bolts imbedded in the concrete to fit the requirements of the manhole ring furnished. The slab shall be finished smooth to receive the manhole ring. The manhole ring shall be securely bolted to the slab and sealed using "Ram Nek" or an approved equal bitumastic sealer between the manhole ring and the concrete slab.

The concrete slab manhole tops shall be reinforced with number 4 steel reinforcing bars spaced at 12 inches on center each way. Additional diagonal bars shall be placed on 4 sides around the manway opening. The diagonal bars shall be number 4 rebar with a minimum length equal to the diameter of the manway opening plus 4 inches. The steel reinforcing mat shall be placed in the bottom of the slab with 1-1/2 inches protective covering.

F. PRESSURE MANHOLE RING AND COVER

(1) Pressure type manhole rings and covers shall be Western Iron Works No. 380-24P or approved equal. The manhole cover shall be sealed with an "O" ring gasket in a ring groove and shall be secured to the ring by six (6) 5/8-inch stainless steel bolts.

(2) The ring shall have six (6) 1-1/4 inch bolt holes in the flange for securing the ring to the concrete slab top on the manhole.

3. CORRUGATED STEEL PIPE SLOTTED DRAIN

(1) Corrugated steel pipe slotted drains shall be fabricated from full circle corrugated steel pipe conforming to these specifications.

(2) C.S.P. Slotted drains shall be of a type as manufactured by "Contech Construction Products, Inc.", "Texas Corrugators", "Caldwell Culvert Company" or approved equal.

(3) The upstream end of CSP slotted drains shall be equipped with a bend and a ring and cover of the some size as the pipe from which the slotted drain was fabricated to allow cleaning equipment to be inserted into the slotted drain. The ring and cover shall be Nenah Foundry Co. R-5901 open grate or R-5900 solid lid or approved equal. Unless shown otherwise on the plans the open grate shall be furnished.

(4) When slotted drain is to be connected to PVC leads, molded rubber or PVC flexible connector as specified for connections to manholes and cleanouts shall be furnished.

4. DAMAGED COATING

A. PROTECTION OF PIPE

(1) Pipe fittings and specials shall be handled and stored in a manner that will minimize damage to the coating.

(2) The fabrication process shall be designed to minimize the burning of coatings during welding.

(3) Pipe and/or fittings showing excessive abuse or damage will be rejected.

B. REPAIRING DAMAGE

(1) Pipe on which the metallic coating has been burned by welding or has been otherwise damaged in fabricating or handling, shall be repaired. The repair shall be done so that the completed pipe shall show careful finished workmanship in all particulars.

(2) The damaged area shall be cleaned to bright metal by blast cleaning, power disk sanding, or wire brushing. The cleaned area shall extend at least ½ inch into the undamaged section of the coating. The cleaned area shall be coated within 24 hours and before any rusting or soiling.

(3) Zinc-rich paint shall be applied to a dry film thickness of at least 0.005 inches over the damaged section and surrounding cleaned area. Zinc-rich paint shall be used for repair of damage to all types of metallic coating -zinc, aluminum, and aluminum-zinc alloy.

2.03 CAST-IN-PLACE CONCRETE SEWER PIPE (NON-REINFORCED) FOR STORM SEWERS ONLY

1. DESCRIPTION

This item shall cover machine cast-in-place monolithic non-reinforced concrete pipe, which shall consist of Portland cement concrete placed in a prepared trench at such locations and grades shown on the plans and intended to be used for the conveyance of storm water. Items and item numbers referred to in this specification are the items as given in the "Texas State Department of Highways and Public Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges."

2. MATERIALS

The cast-in-place pipe shall be constructed of Class "C" concrete. The concrete shall meet the requirements of Item 421, "Concrete for Structures," and Special Provision thereto, except as otherwise noted herein or on the plans. Type III Portland Cement shall be used.

The minimum compressive strength for concrete used in this item is 4000 psi. Backfilling operations may proceed when the concrete has reached 2000 psi compressive strength.

The coarse aggregate grading for pipe diameters 48 inches or less shall conform to that of Aggregate Grade No. 3, one inch (1") maximum size aggregate under Item 421. For pipe diameters over 48 inches, Coarse Aggregate No. 2, one and one third inch (1-1/3") maximum size aggregate shall be used.

No concrete having a slump in excess of 2" will be permitted for use in pipes with diameters of 48 inches and over. For pipes with diameters less than 48 inches, no concrete having a slump in excess of 3" will be permitted for use. At the option of the Contractor, sections of precast reinforced concrete pipe (D-load) may be substituted for cast-in-place concrete pipe. Pipe and installation shall conform to the requirements of Item 465, "Pipe Sewers." Backfill shall be in accordance with the requirements for other storm sewers in these specifications using crusher fines (chat).

3. PIPE MAKING EQUIPMENT

The pipe shall be constructed with equipment specially designed for constructing cast-in-place monolithic concrete pipe. The equipment shall be acceptable to the Engineer and the Contractor may be required to furnish evidence of successful operation in other work of the equipment he proposes to use. Equipment not suitable to produce the quality of work required for the pipeline will not be permitted to operate on the project.

4. DIMENSIONS AND TOLERANCES

The design shell thickness shall be as specified in Table 1.

TABLE I

Internal Diameter inches	Min. Shell Thickness inches
18	2
24	2-1/2
30	3
36	3-1/2
42	4
48	5
54	5-1/2
60	6
66	6-1/2
72	7
84	8
96	9
108	10
120	11

Variation in the internal diameter shall not exceed plus or minus 3 percent. The maximum allowable deviation form the true grade of the design invert of the pipe shall not exceed ½ inch either side of true grade. Where deviation from true grade occurs, true grade shall be re-established at a maximum departure of one-eighth inch per foot.

5. EXCAVATION AND BACKFILL

Excavation shall be in accordance with the requirement for other types of storm drains, except as modified herein. The trench shall be excavated in the lines and grades shown on the plans or as directed by the Engineer. The width of the trench shall be sufficient to accommodate travel of the pipe machine only. The bottom of the trench shall be shaped to the nominal outside circumference of the pipe. Excavation shall be performed from the outlet to the inlet. If the trench is over-excavated for the bottom 210 degrees of the pipe the excess area shall be filled with concrete. If rock is encountered, it will be removed at least 6 inches below the bottom of the pipe and the trench refilled with material sufficiently compacted to

allow operation of the machine and provide a smooth firm surface. The sidewall of the pipe shall be placed against undisturbed material.

Backfill material will be a crusher fine (chat) as described elsewhere in these Specifications. No backfill other than permitted for curing purposes shall be placed until the line has been inspected and approved by the Engineer. The trench may be completely backfilled after the pipe has been in place at least 24 hours and concrete strength requirements have been reached. Light traffic, axle load less than 6,000 pounds, may be routed over the pipe after backfill has been completed for twenty-four (24) hours. Unrestricted traffic may be permitted over the pipe after the backfill has been in place for forty-eight (48) hours.

All backfill material shall be mechanically compacted to 95% modified proctor or as directed by the Engineer.

6. CONSTRUCTION

All surfaces against which concrete are to be placed shall be free from standing water, mud, and debris. Absorptive surfaces against which concrete are to be placed shall be moistened thoroughly so that moisture will not be drawn from the freshly placed concrete.

The concrete shall be placed in one operation around the full circumference of the pipe by means of a traveling form. The forms shall be of sufficient strength to withstand vibrating or tamping the concrete and to permit workmen to walk on the forms without causing springing or bulging at any point.

As the traveling form moves forward, forms shall be placed inside the newly formed pipe to support a minimum of 230 degrees of the upper portion of the pipe.

The concrete shall be vibrated, rammed, tamped or worked with suitable appliances until the concrete has been consolidated to the maximum practicable density, free of rock pockets, and closes snugly against all surfaces or forms and provides a bond between the pipe shell and supporting earth.

When placing operations cease for any reason, the end of the pipe shall be left rough with a slope of approximately 45 degrees. The ends of the pipeline shall be covered with canvas or other suitable cover material to prevent excessive loss of moisture from the interior of the pipe already placed.

When starting pipe laying operation from a previously laid cast-in-place pipe or section of pre-cast pipe, a construction joint shall be made by excavating a “bell” completely around the end of the existing pipe and constructing a concrete collar to extend at least one foot either side of the joint with a minimum thickness equal to that of the wall of the pipe. The end of the existing pipe shall be clean and damp before continuing pipe making operations. Cleaning of the construction joint shall consist of removing all latency, loose or defective concrete, coatings, and any other deleterious materials.

All forms shall be clean and shall be placed at the trench side at the location of their proposed use for inspection by the Engineer. Forms, which are defective in any way, will not be used, and upon condemnation they shall be removed from the site of the work. The forms shall not vary more than ½ inch from the lower edge of a straightedge laid parallel to the centerline of the form, and shall be free of any holes larger than 5/8 inch in greatest dimension. The pipe machine shall be thoroughly clean and serviced prior to the placing of the concrete. Particular attention will be given to all parts of the machine with which concrete comes into contact.

Concrete chutes or trunks shall be provided to reach within 1 foot of the pipe machine hopper. The end of the chute or trunk shall discharge the concrete at the center of the hopper. Provisions shall be maintained to minimize segregation of the concrete mix in all phases of the operation.

Delays in placing shall be handled as follows or as otherwise directed. The concrete hopper on the pipe laying machine shall be kept ½ full at all times, provided, however, that when placing operations cease or are delayed for any reason for more than 20 minutes, the pipe machine shall be pulled forward until all the concrete is exhausted and until the top troweling skirt is clear of the concrete. If the pipe laying operation proceeds within one hour of the time of the last placement, no further steps need to be taken. However, if longer than one hour has elapsed, then a construction joint must be made as previously described. The end of the pipe shall be left rough and at the natural slope when the machine is moved forward.

All junctions of pipe shall be provided for at the time the cast-in-place pipe is placed.

Inside forms shall be removed from the pipe not sooner than 4 hours nor longer than 24 hours after placement of the concrete. Care shall be taken when removing forms to prevent damage to the pipe. The inside of the pipe shall be carefully inspected for imperfections in placement, and any required repairs or smoothing shall be made immediately to provide a uniform interior surface. No wash, mortar or concrete shall be applied to a surface not properly moistened or cleaned. Visible cracks shall be brushed with cement paste or chipped out and pointed up with cement mortar. Any cracks that appear to go through the shell shall be grooved and filled with mortar. All construction operations and methods for providing a watertight pipeline shall be the responsibility of the Contractor. Mortar shall consist of one part cement; two parts well graded sand passing 1/8-inch sieve. Wash shall consist of four parts cement, one part fire clay. The finished surface of the concrete pipe shall be substantially free of fractures, cracks and surface roughness.

7. CURING CONCRETE

Immediately after the concrete is placed the exposed surface of the concrete shall be cured by covering the top with a sheet of polyethylene film sealed with dirt along the edges. During the curing period following the placement of the concrete, the ends of the pipeline and all other openings into the pipeline shall be covered with canvas or other suitable material, except at locations where work is actually in progress. The inside surface of the pipeline shall not be cured.

8. MANHOLES AND BENDS

Manhole bases shall be hand formed on top of the pipe as soon as the pipe-placing machine has passed. Where required, the extra width for manholes shall be excavated ahead of the pipe placing operation. The base for the manhole shall be formed to receive a standard precast concrete barrel section and shall be shaped and smoothed so that the joint can be sealed water tight by use of “Ram Nek” or other approved joint sealing material.

Bends may be formed and cast in place or fabricated using precast reinforced concrete pipe (load D). Design and shop drawings shall be submitted to and approved by the Engineer before the bends are fabricated or cast.

9. MEASUREMENT

Measurement of manholes shall be as specified elsewhere in these specifications. Measurement of bends shall be as for other storm sewer pipe. The method of pipe measurement shall conform to that for other types of storm drainpipe in the section or storm drains in these specifications.

10. PAYMENT

Payment for cast-in-place non-reinforced pipe sewers, measured as prescribed above, will be made at the unit price bid per linear foot for the various sizes of “Pipe Sewers (Cast-in-Place)” complete in place. Payment for manholes shall be as specified elsewhere in these specifications.

Such payment shall be full compensation for furnishing all concrete materials, precast reinforced concrete pipe used in place of cast-in-place pipe, and for all other materials, tools, labor, equipment, and incidentals required to perform the applicable work prescribed herein.

When precast reinforced concrete pipe at the Contractor’s option is used in a line of cast-in-place pipe the additional excavation for the pipe will be subsidiary.

2.04 CENTRIFUGALLY CAST FIBERGLASS REINFORCED RESIN PIPE SEWERS

A. DIRECT BURY PIPES

1. GENERAL

All pipes, joints and fittings shall be manufactured in accordance with the requirements of the applicable standard given below except as noted herein:

Service	Standard
Non pressure Sanitary Sewer	ASTM D3262
Sewer Force Main and Effluent Lines	ASTM D3754

Pipes shall be centrifugally cast, fiberglass-reinforced polyester resin as manufactured by Hobas USA, Inc. or approved equal.

Minimum pipe stiffness when tested in accordance with ASTM D2412 shall be 46 psi.

2. MATERIALS

The manufacturer shall use only approved polyester resin systems for which he can provide a proven history of performance in these particular applications. The historical data shall have been acquired from a composite material of similar construction and composition as the proposed product.

The reinforcing glass fibers used to manufacture the components shall be of highest quality commercial grade of E-glass filaments with binder and sizing compatible with impregnating resins. Sand shall be minimum 98% silica with a maximum moisture content of 0.2%

3. DIMENSIONS

Pipe outside diameters shall be in accordance with AWWA Standard C151 and C950. For diameters larger than covered in those documents, OD's shall be as shown in Table 1.

TABLE I

*WP/s		0/46		50/46		100/46		150/46		200/46	
Nomin Pipe Sz. (in.)	Pipe OD (in.)	Min. wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt. (lb/ ft)	Min. Wall (in.)	Wgt (lb/ ft.)
18	19.50	.42	20	.41	20	.40	19	.38	18	.37	18
20	21.60	.46	25	.45	24	.43	23	.42	22	.40	21
24	25.80	.54	35	.53	34	.51	33	.49	31	.47	30
30	32.00	.66	54	.65	53	.62	51	.60	49	.57	47
36	38.30	.78	77	.77	76	.74	73	.71	70	.68	67
42	44.50	.90	104	.88	101	.85	98	.82	94	.78	89
48	50.80	1.02	134	1.00	131	.96	126	.93	122	.88	115
54	57.10	1.14	169	1.12	166	1.08	160	1.04	155	.99	147
60	62.90	1.26	209	1.23	204	1.19	197	1.14	188	1.09	180
66	69.20	1.38	249	1.35	243	1.30	234	1.25	228		
72	75.40	1.50	298	1.47	292	1.41	280	1.36	270		
78	81.60	1.62	352	1.58	343	1.52	331	1.47	320		
84	88.00	1.74	409	1.70	399	1.64	385				
90	94.30	1.86	468	1.82	458	1.75	440				
96	100.6	1.98	531	1.94	520	1.87	501				

- **Maximum nominal working pressure in psi/pipe stiffness in psi**

Pipe shall be supplied in nominal lengths of 20 feet. Actual laying length shall be the nominal plus or minus 2 inches. At least 90% of the total footage of each size and class of pipe, excluding special order lengths, shall be furnished in nominal length sections.

4. **PRESSURE CLASS & TESTING FOR SEWER FORCE MAINS AND EFFLUENT LINES**

The pipe nominal pressure class (PN) shall be equal to or greater than the maximum sustained operating pressure of the line. The minimum pressure rating for non-pressure pipe shall be 15 psi.

The maximum transient (operating plus surge) pressure of the line shall not exceed the pipe nominal pressure class by more than 40%.

Pipe hoop tensile strength for pressure pipe shall be verified as specified in the applicable standard (D3754 or C950) or by random burst testing at the same sampling frequency. All pipes shall be capable of withstanding a test pressure of 2 times the maximum sustained operating pressure of the line without leaking or cracking. This performance shall be periodically verified at the factory for pressure pipe at least once per lot as defined in D3754, section 7.1.

A. JOINTS

Unless otherwise specified, the pipe shall be field connected with fiberglass sleeve couplings that utilize elastomeric sealing gaskets made of EPDM rubber compound as the sole means to maintain joint water tightness. The joints must meet the performance requirements of ASTM D4161.

B. FITTINGS

Flanges, elbows, reducers, tees, wyes, laterals and other fittings shall, when installed, be capable of withstanding all operating conditions. Acceptable configurations include contact molded or metered fiberglass or properly protected standard ductile iron.

Unbalanced thrust forces shall be restrained with thrust blocks or other approved suitable methods. Fiberglass tees, wyes, laterals, or other similar fittings shall be fully encased in reinforced concrete designed to withstand the pressure forces.

2.05 POLYETHYLENE SEWER PIPE

A. SCOPE

(1) This specification covers Polyethylene (PE) pipe with a corrugated outer wall and a smooth interior wall, for use with non-pressure sanitary sewer systems. The PVC fittings and joints are included in the specification.

B. MATERIAL AND MANUFACTURING

1. PIPE MATERIALS

The pipe shall be made from clean virgin Polyethylene compounds having a cell classification of 324420C as defined by ASTM D-3350.

2. FITTING MATERIALS

The fittings shall be made from clean virgin polyvinyl chloride (PVC) compounds having a cell classification of 12454B, 1245C or 13343C as defined by ASTM D-1784.

Pipe shall be manufactured by simultaneous extrusion of the corrugated and smooth walls with the smooth inner wall fused to the outer corrugated wall.

Fittings shall be molded or fabricated.

3. JOINING MATERIALS

a. Gaskets
b. Elastomeric gaskets shall meet the requirements of ASTM F-477.
c. Lubricants

The lubricants used for assembly shall have no detrimental effect on the gasket or the pipe, and shall be per published recommendations of the pipe manufacture.

4. MATERIAL CERTIFICATION

A manufacture's or an independent laboratory certification shall be furnished to the purchaser/engineer that the products were manufactured, sampled, tested, and inspected at the time of manufacture in accordance with this specification.

C. PIPE DIMENSIONS

Pipe dimensions shall meet the following requirements when tested in accordance with ASTM D-2122.

Nominal Size	Avg. O.D.	Avg. I.D.
4	4.790 (121.7)	4.00 (101.6)
6	6.930 (176.0)	6.00 (152.4)
8	9.145 (232.2)	8.00 (203.2)
10	11.405 (289.7)	10.00 (254.0)
12	14.450 (367.0)	12.00 (304.8)
15	17.530 (445.3)	15.00 (381.0)
18	21/150 (537.2)	18.00 (457.2)

D. INSTALLATION

1. Joint Tightness

Minimum joint performance shall show no leakage when tested in accordance with ASTM D-3212.

2. Supplier Assistance

A manufacturers representative of the above referenced pipe material shall be present at the beginning of the installation as required by the Design Engineer or Contractor and shall remain on site until released by the Design Engineer or Field Inspector/Engineer.

2.06 INLETS FOR STORM SEWERS

A. CURB TYPE INLETS

(1) Curb inlets shall be constructed at the locations and to the lines and grades or shown on the plans or as directed by the Engineer.

(2) Curb inlets shall be constructed of reinforced class “C” concrete in accordance with Section 1-B “Concrete Structures” and the plans and detail drawings.

(3) The curb section and the curb inlet shall conform to the curb and gutter section in which it is placed in so far as it is possible.

B. GRATE TYPE INLETS

(1) Grate inlets shall be constructed at the locations and the lines and grades as shown on the plans or as directed by the Engineer.

(2) Concrete boxes for grate inlets shall be constructed of reinforced Class “C” concrete in accordance with Section 1-B “concrete Structures” and the plans and detail drawings.

(3) Grates shall be constructed of ASTM A-48 gray iron having minimum tensile strength of 35,000 psi or ductile iron having a minimum tensile strength of 60,000 psi and a yield strength of 40,000 psi.

The size, style, shape, type, weight and class shall be as shown on the plans.

Grate frames shall be as manufactured for the grate by the grate fabricator. If more than one type or style or frame is available, the type and/or style shall be as indicated on the plans.

C. COMBINATION INLETS

(1) Combination curb and grate inlets shall be constructed at the locations and to the lines and grades as shown on the plans or as directed by the Engineer.

(2) Combination inlets shall be constructed in accordance with the applicable requirements for “Curb type inlets” and “Grate type inlets” above.

D. INLET LEADS

(1) Inlet leads may be PVC pipe or CSP as shown on the plans and called for in the bid proposal.

(2) Inlet leads shall be constructed in accordance with the specifications for type of material used and the plans and detail drawings.

(3) Where two or more leads are joined together to form a single lead to the storm sewer they shall be joined at a cleanout unless shown otherwise on the plans.

(4) Inlet leads shall be connected to the storm sewer at a manhole. The leads shall enter the manhole at a point that will match the .8 points of the two pipes as near as practical.

E. CLEANOUT FOR STORM SEWER INLET LEADS

Cleanouts at the juncture of inlet leads shall be constructed in accordance with the dimensions and requirements shown on the plans and detail drawings.

F. CORRUGATED STEEL SLOTTED DRAINS

(1) Corrugated steel slotted drains shall be as specified in section 2.02-3 of these specifications and shall be furnished in the lengths and diameters as shown on the drawings and in the bid proposal.

(2) Corrugated steel slotted drains are approved for nuisance water inlets only and are sized to allow for considerable clogging before they will cease to function in this capacity.

2.07 MANHOLES

1. GENERAL

A. **CONCRETE MANHOLES ARE NOT TO BE USED FOR SANITARY SEWERS AFTER DECEMBER 31, 2002. FIBERGLASS MANHOLES ARE TO BE USED FOR ALL SANITARY SEWERS**. Concrete manholes can be used for storm water sewers.

All manholes furnished for this project shall be precast unless noted otherwise on the plans and or bid proposal.

Precast manholes shall conform to the requirements of ASTM Specification C-478 with the modifications given in this article.

Concrete used for precast manholes shall have a minimum 28-day compressive strength of 4,000 psi and shall have a minimum cement content of 7 sacks per cubic yards.

All manhole sections shall be furnished with tongue and groove type joints suitable for sealing water tight with rubber or bituminous joint sealer or gaskets.

B. When cast in place components for manholes are called for on the plans the concrete used shall have a minimum 28 day compressive strength of 4,000 psi and a minimum cement content of 7 sacks per cubic yard and shall conform to the requirements of ASTM Specification C-478 with wall thickness as shown on the plans and detail drawings.

Aggregate for the concrete shall meet the sodium sulfate and magnesium sulfate test as required in ASTM Specification C-33.

C. Mortar for filling and shaping the inverts in precast manhole bases and for mortaring precast grade rings and cast iron rings and covers shall consist of one part Portland cement ASTM C150 Type 1 to 3 parts washed sand mixed with just enough water to make a workable mix.

D. Manholes for corrugated steel pipe may be precast concrete or corrugated steel as described in Article 2.02. The type and material shall be as shown on the plans and called for on the bid proposal.

2. PRECAST MANHOLES

A. Manhole base sections shall be cast with an integral floor and shall be constructed in accordance with the details shown on the plans.

B. Manhole riser sections shall be constructed in accordance with the plans and details and these specifications. When pipe openings are required in manhole riser sections they shall be of the same type and meet the same requirements as the pipe openings in the precast bases.

Manhole riser sections for each manhole shall be furnished in the proper combination of lengths to construct the manhole in conjunction with the other components to the finished grade shown on the plans.

C Eccentric cone sections shall be constructed in the same manner as other components except the top of the cone will have a flat surface to accommodate the manhole ring and cover or grade adjusting rings instead of a tongue or groove.

Generally openings will not be required in the wall of the cone section of the manhole.

D. Manhole grade rings shall comply with all the requirements for manhole riser sections except they shall be cast smooth both sides without tongues and/or grooves.

Manhole grade rings shall be sized to fit the smooth small end of the cone section and shall be cast in heights of 2", 4" or 6".

E. Joint seals for precast concrete manholes shall be a bitumastic sealer such as Ram-Nek or approved equal, a soft rubber sealer such as Butyl-Lok or approved equal or an approved "O" ring gasket or a combination of the above if required to achieve a water tight joint.

F. All water tight Storm Sewer Manholes constructed on this project shall have Neenah R-1755-C watertight manhole rings and covers or approved equal.

No separate payment will be made for the protective plastic manhole linings or for the water tight manhole rings and covers but the cost of these items shall be included in the price bid for water tight Storm Sewer Manholes.

In addition to the markings required by ASTM Specification C-478, all components of each manhole shall be, marked with location identifying information such as manhole number or line number and station value where manhole is to be installed. If the manhole has openings for installation of branch lines above the base section, each manhole section shall be clearly marked with the sequence of installation to assure the branch opening will be at the correct elevation.

3. FIBERGLASS MANHOLES

A. SCOPE

Fiberglass reinforced polyester manholes shall be manufactured from commercial grade polyester resin or other suitable polyester or vinyl resins, with fiberglass reinforcements and in accordance with the latest edition of ASTM D 3 753 (Standard Specification for Glass-Fiber Reinforced Polyester Manholes). Fiberglass manholes shall be used with fiberglass or plastic sewer pipe.

B. MATERIALS

1. **Resin:** The resins used shall be a commercial grade unsaturated polyester resin.

2. **Reinforcing Materials**: The reinforcing materials shall be commercial Grade "E" type glass in the form of mat, continuous roving, chopped roving, roving fabric, or a combination of the above, having a coupling agent that will provide a suitable bond with the resin and leave a resin rich surface.

3. **Surfacing Materials**: If reinforcing materials are used on the surface exposed to the contained substance, they shall be a commercial grade chemical-resistant glass organic surfacing mat having a coupling agent that will provide a suitable bond with the resin and leave a resin rich surface.

4. **Fillers and Additives**: Fillers, when used, shall be inert to the environment and wet well construction. Additives, such as thixotropic agents, catalysts, promoters, etc., may be added as required by the specific manufacturing process to be used. The resulting reinforced plastic material must meet the requirement of this specification.

C. FABRICATION

1. **Exterior Surface**: The exterior surface shall be relatively smooth with no sharp projections. Handwork finish is acceptable if enough resin is present to eliminate fiber show. The exterior surface shall be free of blisters larger than ½ inch in diameter, de-lamination and fiber show.

2. **Interior Surface**: The interior surface shall be resin rich with no exposed fibers. The surface shall be free of crazing, de-lamination, blisters larger than ½ inch in diameter, and wrinkles of 1/8 inch or greater in depth. Surface pits shall be permitted up to 6 per square foot if they are less than ¾ inch in diameter and less than 1/16 inch deep.

3. **Defects not permitted**:

Exposed fibers: glass fibers not wet out with resin.
Resin runs: runs of resin and sand on the surface
Dry areas: areas with glass not wet out with resin.
De-lamination: separation in the laminate.
Blisters: light colored areas larger than ½ inch in diameter.
Crazing: cracks caused by sharp objects
Pits or Voids: air pockets.
Wrinkles: smooth irregularities in the surface.
Sharp projection: fiber or resin projection necessitation gloves for handling.

D. PHYSICAL REQUIREMENTS

1. **Load Rating**: The complete manholes shall have a minimum dynamic-load rating of 16,000 ft-lbs. when tested in accordance with this standard. In order to establish this rating, the complete manhole shall not leak, crack, or suffer other damage when load

tested to 40,000 ft-lbs. and shall not deflect vertically downward more than ¼ inch at the point of load application when loaded to 24,000 lbs.

2. **Stiffness**: The manhole cylinder shall have a minimum pipe stiffness value as shown below when tested in accordance with A.S.T.M. 3753 8.5 (note 1)

Depth Ft.	F/dy.psi
3 – 6.5	0.75
7 – 12.5	1.26
13 – 20.5	2.01
21 – 25.5	3.02
26 – 35	5.24

3. **Soundness:** In order to determine soundness, apply an air or water pressure test to the manhole test sample. Test pressure shall not be less than 3 psig or greater than 5 psig. While holding at the established pressure, inspect the entire manhole for leaks. Any leakage through the laminate is cause for failure of the test. Refer to A.S.T.M. 3753 8.6.

4. **Chemical Resistance**: The fiberglass manhole and all related components shall be fabricated from corrosion proof material suitable for atmospheres containing hydrogen sulfide and dilute sulfuric acid as well as other gases associated with the wastewater collection.

5. **Physical Properties**:

	Hoop Direction	Axial Direction
a. Tensile Strength (pi)	18,000	5,000
b. Tensile Modulus (pi)	0.6×10^6	0.7×10^6
c. Flexural Strength (psi)	26,000	4,500
d. Flexural Modulus (psi)	1.4×10^6	0.7×10^6
e. Compressive (psi)	18,000	10,000

6. **Minimum Wall Thickness**: Shall be 0.48” nominal at all depths of the manholes.

E. TEST METHODS: All tests shall be performed as specified in A.S.T.M 3753 latest edition, section 8. Test method D-790 (see note 5) and test method D-695.

F. QUALITY CONTROL: Each completed manhole shall be examined for dimensional requirements, hardness, and workmanship. All required A.S.T.M 3753 testing shall be completed and records of all testing shall be kept and copies of test records shall be presented to customer upon formal written request within a reasonable time period.

G. CERTIFICATIONS: As a basis of acceptance the manufacturer shall provide a independent certification which consist of a copy of the manufacturer’s test report and accompanied by a copy of the test results that the manhole has been sampled, tested,

and inspected in accordance with the provisions of this specification and meets all requirements.

H. SHIPPING AND HANDLING: Do not drop or impact the fiberglass manhole. Fiberglass manhole may be lifted by inserting a 4" x 4" x 30" timber into the top of manhole with cable attached or by a sling or "choker" connection around center of manhole, lift as required. Use of chains or cables in contact with the manhole surface is prohibited.

I. CONCRETE:

1. **Fiberglass Bottom**: Manholes may have fiberglass bottoms that are a minimum of 6" below the OD of the pipe invert when concrete is used to form the invert. Manufactured fiberglass inverts and bench areas are allowed, or concrete may be used to form bench area and invert. Concrete is to be used on top of anti-flotation ring and around the reducer section as required for buoyancy.

2. **Concrete Bottom**: Lower manhole into wet concrete until it rests at the proper elevation, with a minimum of 4 inches of fiberglass manhole inserted into the wet concrete below flow line, then move manhole to plumb. The concrete shall extend a minimum of one foot from the outside wall of the manhole and a minimum of 6 inches above incoming lines. On the inside concrete shall form the bench and invert area and rise a minimum of 4 inches above incoming lines. If required by Engineer concrete may be used around reducer section for buoyancy control.

BACKFILL:

1. **Backfill Material**: Unless shown otherwise on drawings and approved by the Engineer, sand, crushed stone, or crushed gravel shall be used for backfill around the manhole for a minimum distance of one foot from the outside surface and extending from the bottom of the excavation to the top of the reducer section. Suitable material chosen from the excavation may be used for the remainder of the backfill. The material chosen shall be free of large lumps or clods, which will not readily break down under compaction. This material will be subject to approval by Engineer.

2. **Backfill Procedure**: Backfill shall be placed in layers of not more than 12 loose measure inches and mechanically tamped to 95% Modified Proctor Density, unless otherwise approved by Engineer. Backfill shall be placed in such a manner as to prevent any wedging action against the fiberglass manhole structure.

K. MARKING and IDENTIFICATION: Each manhole shall be marked on the inside and outside with the following information:

Manufacturer's name or trademark
Manufacturer's factory location
Manufacturer's serial number
Total length

4. MANHOLE RINGS AND COVERS

A. Manhole rings and covers furnished for this project shall be pattern No. 300-24 as produced by Western Iron Works, Inc., 21 E. 6th St., San Angelo, Texas 76903-5493 or Bass and Hays Foundry, Inc., 238 South Bagdad Rd., Grand Prairie, Texas 75050, or approved equal.

B. WATER TIGHT MANHOLE COVERS

(1) Water tight manhole rings and covers furnished for this project shall be number R-1755-C as manufactured by Neenah Foundry Company, P.O. Box 729, Neenah, Wisconsin 54957, or approved equal.

(2) When watertight replacement sanitary sewer manhole rings and covers are called for on the plans and in the bid proposal they shall be Neenah Foundry Co. No. R-1755-C or approved equal.

No separate payment will be made for adjusting to grade of the replacement watertight manhole rings and covers. The contractor shall schedule this work to coincide with other manhole and water valve adjustments and any costs that might be involved shall be included in the price bid for replacement water tight manhole rings and covers.

(3) Manhole vents shall be used in conjunction with watertight rings and covers spaced every third manhole or as indicated on the plans. Vents shall be constructed as indicated on City design and construction standards.

C. Pressure type manhole rings and covers may be required for certain storm sewer applications. When pressure type manhole rings and covers are called for on the plans and/or bid schedule they shall be Western Iron Works Pattern #380-24P or approved equal. The manhole cover shall be sealed with an “O” ring gasket in a ring groove and shall be secured to the ring by six (6) five-eighths inch (5/8”) stainless steel bolts. The ring shall have six (6) one and one quarter inch (1-1/4”) bolt holes in the flanges for securing the ring to the concrete slab top on the manhole.

D. All manhole covers except grate type shall have two blind pick holes or pick bar cast into them. The blind pick holes or pick bars shall be placed on opposite sides of the cover.

E. All manhole covers except grate type shall have cast into their tops in letters 2 inches high minimum one of the following:

CITY OF MIDLAND
SANITARY SEWER
OR
CITY OF MIDLAND
STORM DRAIN

which ever is applicable.

2.08 GRANULAR MATERIALS

A. GRANULAR MATERIAL GRADATION CLASSIFICATIONS:

Granular materials furnished for foundation, bedding, encasement, backfill, or other purposes as may be specified, shall consist of any natural or synthetic mineral aggregate such as sharp grained sand, crushed gravel, crushed rock, crushed stone, or slag, and shall conform to the following specifications and/or gradation.

Note all materials used for these purposes shall be crushed and shall have at least two broken faces. Pea gravel will NOT be allowed.

	Foundation	Bedding	Encasement	Backfill
ASTM C33 Grade #57	x			
ASTM C33 Grade #67	x			
ASTM C33 Grade #8		x	x	
THD 1982 Item 302 Type D Grade 4		x	x	
THD 1982 Item 302 Type D Grade 5			x	
Crusher fines**			*x	x

*100 percent of crusher fines that are to be used within 12 inches of the top of pipe must pass the ¾" sieve.

** Approximate Gradation for Crusher Fines.

Sieve Size	% Passing
2 inch	100
# 4	35 - 100
# 10	20 - 100
# 40	5 - 35
#200	4 - 10

Crushed stone material proposed as an alternate for use on this project and not meeting the above specifications must be approved in writing at least 48 hours prior to the time scheduled for opening bids.

B. GRANULAR MATERIAL USE DESIGNATIONS:

Granular materials provided for Foundation, Bedding, Encasement, or Backfill use as required by the contract, either as part of the pipe item work unit or as a separate contract item, shall be classified as to use in accordance with the following:

MATERIAL USE DESIGNATION	ZONE DESIGNATION
Granular Foundation	Placed below the bottom of pipe grade as replacement for unsuitable or unstable soils, to achieve better foundation support.
Granular Bedding	Placed below the midpoint of the pipe prior to pipe installation, to facilitate proper shaping and achieve uniform pipe support. Also for Class B bedding where specified.
Granular Encasement	Placed below an elevation one half foot (6") above the top of pipe, after pipe installation, for protection of the pipe and to assure proper filling of voids and thorough consolidation of backfill.

In each case above, unless otherwise indicated, the lower limits of any particular zone shall be the top surface of the next lower course as constructed. The upper limits of each zone are established to define variable needs for material gradation and compaction or void content, taking into consideration the sequence of construction and other conditions. The material use and zone designations described above shall only serve to fulfill the objectives and shall not be construed to restrict the use of any particular material in other zones where the gradation requirements are met.

PART 3 – EXECUTION

3.01 LOCATION OF WORK

A. The work will be located as shown on the plans.

B. It may be necessary for the Engineer to shift lines as reasonable amount to avoid an obstruction to the construction or to reduce right of way difficulties. The Contractor will not be allowed any additional compensation due to shift of lines. Additional compensation will be allowed only for lengthening of lines.

3.02 PROTECTION OF SURFACE STRUCTURES

A. All surface structures and features located outside the permissible excavation limits for underground installations, together with those within the construction areas which are indicated in the Plans as being saved, shall be properly protected against damage and shall not be disturbed or removed without approval by the Engineer.

B. Obstructions such as street signs, guard posts, mail boxes and other items of prefabricated construction may be temporarily removed during construction provided that essential service is maintained in a relocated setting as

approved by the Engineer and that non-essential items are properly stored for the duration of construction. Upon completion of the underground work, all such items shall be replaced in their proper setting. This removal, relocation and replacement shall be at the sole expense of the Contractor.

In the event of damage to any surface structures or improvements, either privately or publicly owned, in the absence of construction necessity, the Contractor will be required to replace or repair the damaged property to the satisfaction of the Engineer and without cost to the Owner.

3.03 INTERFERENCE OF UNDERGROUND STRUCTURES

A. When any underground structure interferes with the planned placement of the pipeline or appurtenances to such an extent that alterations in the work are necessary to eliminate the conflict or avoid endangering effects on either the existing or proposed facilities, the Contractor shall immediately notify the Engineer and the Owner of the affected structure. When any existing facilities are endangered by the Contractor's operations, he shall cease his operations at the site and take such precautions as may be necessary to protect the in place structures until a decision is made as to how the conflict will be resolved.

B. Without specific authorization from the Engineer, no essential utility service shall be disrupted, nor shall any change be made in either the existing structures or the planned installations to overcome the interference. Alterations in existing facilities will be allowed only to the extent that service will not be curtailed unavoidably and then only when the encroachment or relocation will satisfy all applicable regulations and conditions.

C. Wherever alterations are required as a result of unforeseen underground interference not due to any fault or negligence of the Contractor, the Engineer will issue a written order covering any additional or extra work involved and specifying the revised basis of payment, if any. Any alterations made strictly for the convenience of the Contractor shall be subject to prior approval and shall be at the Contractor's expense.

D. No extra compensation will be allowed for delays caused by the interference of underground structures.

3.04 SEPARATION BETWEEN SANITARY SEWERS AND WATER MAINS

A. Sanitary sewers and service lines shall be installed so that the separation between the sewer and water mains is not less than 9 feet in all directions. The 9 feet shall be measured between the nearest outside edges of the pipe.

B. When the required 9 foot minimum separation cannot be maintained and a sanitary sewer must be constructed parallel to a water main, the sanitary sewer shall be constructed of ductile iron or PVC pipe meeting AWWA specification or having NSF approval for potable water pipe, with a pressure rating of 100 psi for both the pipe and the joint. The sanitary sewer line shall

be installed in a separate trench and may be placed no closer than 2 feet vertically and 4 feet horizontally from the water main, with the separation being measured from the nearest outside walls of the pipes. The sanitary sewer shall be constructed lower than the water main.

C. When a sanitary sewer must cross a water main and the 9 feet required separation cannot be maintained, the sanitary sewer may be constructed with a minimum clear separation between the outside diameters of the two pipes of 6 inches if that part of the sanitary sewer within 9 feet of the water main is constructed of ductile iron pipe or PVC pipe meeting AWWA specifications, having a 150 psi pressure rating and equipped with pressure type joints. One length of the sewer pipe must be centered on the water main and where possible, the sanitary sewer should pass under the water line.

D. When the 9 foot required separation cannot be maintained and a sanitary sewer force main must be constructed parallel to a water main, the sanitary sewer force main shall be constructed of ductile iron or PVC pipe meeting AWWA specifications and having a pressure rating of 150 psi and equipped with pressure type joints. The force main must be constructed with a minimum vertical separation of 2 feet and a minimum horizontal separation of 4 feet measured between the outside diameters of the pipes. The force main must be constructed lower than water main.

Table I showing separation of water and sewer lines and construction materials allowed:

TABLE 1
SEPARATION OF WATER AND SEWER LINES

Condition	Location	Material		Separation (Min.)		Comments
		Water	Sewer	Vert.	Horiz.	
NEW WATER AND NEW SEWER SYSTEM						
New Water & New Sewer Gravity Sanitary Sewer Parallel to Water Main	Water above Sewer	Std.	CI DI PVC 150 PSI	2’	4’	Separate Trenches
Gravity Sanitary Sewer Crossing Water Main	Water above Sewer or Sewer above Water	Std	CI DI PVC. 150 PSI	6”	NA	Center one joint of sewer pipe on water main
Gravity Sewer Crossing Water Main	Water above Sewer	Std	ABS, Clay Conc. composite	2’	NA	Cement stabilize sand initial backfill zone each side of crossing. Center of sewer for 9 ft one joint of sewer pipe on water Main
NEW WATER AND EXISTING SANITARY SEWER						
New Water Parallel Existing Sewer	Water above Sewer	Std.	Clay, Conc. ABS CI DI PVC	2’	4’	If sewer shows no sign of leakage, then leave sewer alone. If Sewer shows signs of leakage, then repair or replace.
New Water Crossing Existing Sewer	Water above Sewer	Std	Clay, ABS Conc. composite	2”	NA	If sewer shows no sign of leakage, then leave sewer alone if sewer shows signs of leakage then repair or replace.
New Water Crossing Existing Sewer	Sewer above Water	Std	Clay, ABS Conc. composite	2’	NA	Replace existing sewer with one joint CI,DI,PVC-150 Centering over waterline
New Water Parallel to Existing Sewer	Sewer above Water	Std	Clay, ABS Conc. composite	2’	4’	Replace existing sewer with CI, DI, PVC – 150 PSI or Cement Stabilized sand back- fill initial Backfill none of sewer where parallel closer than 9 ft., or Encase the water in 150 PSI Pipe two nominal sizes larger.

EXISTING WATER AND NEW SANITARY SEWER						
New Sewer parallel Existing Water	Water above Sewer Or Sewer above Water	Std	CI DI PVC 150 PSI	2'	4'	Separate trenches
New Sewer crossing Existing Water	Water above Sewer or Sewer above water	Std	CI DI PVC 150 PSI	6"	NA	Center one joint of sewer pipe on water main.
New Sewer crossing Existing Water	Water Above Sewer	Std	Clay, ABS Conc. composite	2'	NA	Cement Stabilize sand initial backfill zone of sewer for 9 ft each side of crossing. Center one joint of sewer pipe on water main.

3.05 EXCAVATION

A. Excavation of every description and of whatever materials encountered shall be made to the alignment and depth shown on the plans or as directed by the Engineer. Excavation shall be made by open cut. Sides of trenches shall be kept as nearly vertical as possible and the trench shall be so braced, sheeted and drained that workmen may work safely and efficiently therein. The trenches shall be sufficiently straight between designated angle points to permit the pipe to be laid true to line in the approximate center of the trench.

B. The trench width may vary with and depend upon the depth of trench, the diameter of pipe to be laid and the nature of the material to be excavated; but in any case shall be of ample width to permit the pipe to be laid and jointed properly and the backfill to be placed and compacted properly. The minimum width of unsheeted trench shall be 18 inches. The maximum clear width of trench at the top of the pipe shall be not more than two (2) feet greater than the outside diameter of the pipe for pipes up to 33" diameter except by consent of the Engineer. Whenever, for any reason, the maximum trench width is exceeded, the Contractor shall provide, at his own expense, pipe of higher class and/or bedding adequate to sustain the increased soil load as calculated by the Engineer.

C. Trenches shall be undercut to provide for the class bedding specified and/or shown on the plans. Bell holes shall be excavated to insure the pipe resting for its entire length upon the bedding material. Where trenches are under-cut beyond the depth required for bedding the trench shall be brought to grade by using crushed aggregate as specified for foundation herein. The use of loose native soil will NOT be permitted for this purpose.

D. No pipe shall be laid in water. Where the ground water table is at or above trench bottom, the Contractor shall de-water the trench to permit the pipe to be laid on a solid foundation.

   Costs for de-watering by whatever method selected shall be considered incidental to the price bid per foot of pipe.

   The Contractor shall discharge pumps to the natural drainage channels, or if permitted, to other sewer or drains.

Where sewer pipelines are located in or across streambeds or drainage ditches, the Contractor shall divert the stream flow and de-water each section as the work progresses.

E. Temporary support, adequate protection and maintenance of all underground and surface utility structures, drains, sewers, and other obstructions encountered in the progress of the work shall be furnished by the Contractor at his own expense under the direction of the Engineer.

F. Whenever wet, soft or unstable soil, incapable of properly supporting the pipe, manholes or other structure is encountered in the trench, a further depth and/or width shall be excavated and refilled to trench bottom grade with gravel or other approved suitable material thoroughly compacted to assure a firm foundation for the pipe.

G. Rock, boulders and large stones shall be removed to provide a clearance of at least six (6) inches below the outside barrel of the pipes, valves, or fittings and to a clear width of six (6) inches on each side of all pipe and appurtenances for pipe 15 inches in diameter or less, and a clear width of nine (9) inches on each side of all pipe and appurtenances for pipe larger than 15 inches in diameter. Adequate clearance for properly joining pipe laid in rock trenches shall be provided at bell holes. The space between the rock at the bottom of the trench and the bottom of the pipe barrel shall be filled with compacted bedding material.

H. The Engineer shall be notified of any need for blasting to remove materials which cannot be broken up mechanically, and there shall be no blasting operations conducted until the Engineer's approval has been secured. Blasting operations will be allowed only when proper precautions are taken to protect life and property, and then shall be restricted as the Engineer directs. The Contractor shall assume full responsibility for any damage caused by blasting, regardless of the requirements for notification and approval. The Contractor shall secure any required permits for blasting and shall conduct blasting operations in conformance with all applicable State and local laws, regulations and ordinances.

I. In the event the Contractor desires to employ tunneling in locations other than as shown on the Plans in order to avoid replacement of sidewalks, etc., he shall do so only upon receipt of specific permission from the Engineer. Tunneling of this nature shall be considered incidental.

J. Excavated materials will be classified for reuse as being either suitable or unsuitable for backfill or other specified use.

3.06 SPECIAL SAFETY PROVISIONS

1. TRENCH SAFETY SYSTEMS

A. DESCRIPTION

This item shall govern for the Trench Safety Systems required for the construction of all trench excavation to be utilized in the project and including all additional excavation and backfill necessitated by the safety system. A trench shall be defined as a narrow excavation (in relation to its length) made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet. The depth is five feet or more. Trench Safety Systems include but are not limited to sloping, sheeting, trench boxes or trench shields, sheet piling, cribbing, bracing, shoring, de-watering or diversion of water to provide adequate drainage.

B. CONSTRUCTION METHODS

Trench safety systems shall be accomplished in accordance with the detailed specifications set out in the provisions of Excavation, Trench, and Shoring, Federal Occupational Safety and Health Administration (OSHA) Standards, 29CFR, Part 1926, Subpart P, as amended, including Proposed Rules published in the Federal Register (Vol. 52, No. 72) on Tuesday, October 31, 1989. The sections that are incorporated into these specifications by reference include Sections 1926-650 through 1926-652. Legislation that has been enacted by the Texas Legislature, being Tex. Rev. Civ. Stat. Ann. Arts. 1015q, 2368a.6 (Vernon Supp. 1988) with regard to Trench Safety Systems, is hereby incorporated, by reference into these specifications.

A reproduction of the OSHA Publication 2226 is attached for the convenience of the Contractor. The City assumes no responsibility for the accuracy of the reproduction or that it reflects current law. The Contractor is responsible for obtaining a copy of this section of the Federal Register for his use.

If the contractor elects to use a trench protective system that, in the Proposed Rules, requires “Design by a qualified person or a qualified engineer,” [For example see 1926.652 (b) (3) and 1926.652 (c) (4)], a “qualified person or qualified engineer” shall be a Professional Engineer registered in the State of Texas. The Contractor is responsible for obtaining boring and soil analysis as required for the planned design. The trench excavation is to be designed in conformance with OSHA standards and regulations.

C. TRENCH SAFETY PROGRAM

The Contractor shall submit a safety program specifically for the construction of trench excavation. The trench safety program shall be in accordance with OSHA standards governing the presence and activities of individuals working in and around trench excavation.

D. INSPECTION

The Contractor shall make daily inspections of the Trench Safety Systems to ensure that the systems meet OSHA requirements. Daily inspection is to be made by a "competent person" provided by the Contractor. If evidence of possible cave-ins, or slides, is apparent, all work in the trench shall cease until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench. It is the sole duty, responsibility and prerogative of the Contractor, not the owner or the Engineer, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project. The Contractor shall maintain a permanent record of daily inspections.

2. SAFETY RESTRICTIONS - work near high voltage lines

The following procedures will be followed regarding the subject item on this contract:

A. Warning signs painted yellow with black letters that are legible at twelve feet shall be placed inside and outside vehicles such as cranes, derricks, power shovels, drilling rigs, pile drivers, hoisting equipment or similar apparatus. The warning sign shall read as follows:

"WARNING - UNLAWFUL TO OPERATE THIS EQUIPMENT WITHIN SIX FEET OF HIGH VOLTAGE LINES."

B. All equipment except back hoes or dippers that may be operated within ten feet of high voltage lines shall have an insulating cage-type of guard about the boom or arm and insulator links on the lift hook connections.

C. When necessary to work within six feet of high voltage electric lines, notification shall be given the power company who will erect temporary mechanical barriers, de-energize the line, or raise or lower the line. The notifying department shall maintain an accurate log of all such calls to the Power Company, and shall record action taken in each case.

D. The Contractor is required to make arrangements with the Power Company for the temporary relocation or raising of high voltage lines at the Contractor's sole cost and expense.

3.07 PIPE LAYING

A. All gravity pipe shall be laid using approved grade boards, furnished and set by the Contractor at no additional cost to the Owner, according to the grade stakes established by the Engineer. The maximum spacing of grade boards shall be fifty (50) feet. No sewer shall be laid unless there is a minimum of three grade boards set to check the proper grade and alignment ahead. The Contractor shall provide and use a suitable grade rod to insure the proper grade of the pipe.

B. The Contractor may use the laser beam method of setting a line and grade for the sewer by using the laser beam coaxially through the center of the sewer being laid. The laser beam projector is to be rigidly mounted to its support platforms, with a two-point suspension, or equivalent, assuring that all ground and equipment vibrations are kept to an absolute minimum. The Contractor shall furnish all equipment including equipment necessary to control atmospheric conditions in the pipe to keep line and grade to acceptable standards of accuracy. Competent experienced people who have been properly trained to operate the equipment used must operate the laser beam system.

C. The Contractor shall stake check pegs at all manholes throughout the job. Check pegs midway between manholes and any other checkpoints deemed necessary to assure accuracy of the equipment shall be provided by the contractor.

D. Each piece of pipe and special fitting shall be carefully inspected before it is placed and no defective pipe shall be laid in the trench. Pipe laying shall proceed upgrade, starting at the lower end of the grade and with the bells uphill. No pipe shall be laid except in the presence of an inspector representing the Engineer. Any pipe laid except in the presence of an inspector representing the Engineer shall be subject, at the contractor's expense, to a television camera inspection and survey by the city. Trench bottoms found to be unsuitable for foundations after pipe laying operations have started shall be corrected and brought to exact line and grade with approved compacted granular material as specified for foundation in Item 2.07 A. of these specifications.

E. Pipe laying shall proceed up-grade with spigot or tongue ends pointing in the direction of flow. The spigot shall be centered in the bell, and pipe shoved into position, and brought into true alignment. It shall be secured there with bedding material carefully tamped under and on each side of it, excepting at bell holes. Care shall be taken to prevent dirt from entering the joint space.

F. Any defective or damaged pipe discovered after the line is laid or any gravity pipe, which has had its grade or joint, disturbed after laying shall be removed and replaced or relayed. The section of line in which such damaged or displaced section is discovered shall be retested after corrections are made.

G. Where excavation for buildings or other portions of the work have been carried below the line and grades of the pipe, thorough tamping of approved crushed stone backfill and the use of adequate bracing and blocking under the pipe will be required to insure against settling and shearing of the pipe. In areas where noted on plans, Portland cement stabilized material or concrete shall be used for backfill to provide adequate bracing for pipe and protection of structures.

H. All manhole connections for PVC or other Polymer based pipe shall be made using "A Lok Gaskets" or "Kor-N-Seal" boots or other approved water stop devices. Only Portland cement grout that expands upon curing or approved non-shrink grout will be incorporated into any manhole connection.

I. Connections to manholes for other types of pipe shall be in accord with the pipe manufacturers specifications and other applicable requirements of these specifications. The resulting joint shall meet the leakage test requirements of these specifications.

J. The exposed end of all pipes shall be fully protected with a stopper or bulkhead at the end of each day's work to prevent earth, debris, small animals, or other substances from entering the pipe. The interior of the sewer shall be carefully freed from all dirt, jointing compound, or superfluous material of every description as the work progresses.

3.08 CONNECTION AND ASSEMBLY OF JOINTS

1. JOINING PVC OR OTHER POLYMER BASED PIPE

A. The type of joint and the material to be used shall be as shown on the plans or specified herein. Factory cast compression joints shall be free of dirt and lubricated before inserting the barrel into the bell. After the spigot is centered in the bell, the pipe shall be shoved home solidly by using a wood block and bar. The Contractor shall keep the ends of the pipe closed to prevent dirt and other material from entering the pipe during placement. All joints must be water tight, and any leaks or defects discovered must be repaired immediately. Any pipe, which has been disturbed after being laid, must be taken up, the joint cleaned and properly relayed as directed by the Engineer.

Lubricant used shall be as recommended by the pipe manufacturer.

B. Field-cut pipe must be beveled for insertion into the gasketed bell or coupling. Bevels can be made with a hand or power tool. Bevels shall be made to pipe manufacturer's specifications. If pipe manufacturers specifications are not available the bevel may be made at 15 degrees to the longitudinal axis of the pipe through one half (l/2) the wall thickness.

C. After pipe has been cut and beveled, a new full insertion mark located as recommended by the pipe manufacture shall be made using a felt tip pen. The contractor may determine the location of the insertion mark by measuring the mark location on a factory marked joint of pipe if manufacturer's specifications are not available.

2. JOINTING CORRUGATED STEEL PIPE

A. Gaskets for corrugated steel pipe shall be "O" Ring or sleeve types. Sleeve gasket shall be carefully placed on one joint of pipe. When the pipe is aligned and brought end to end the gasket shall be carefully centered over the joint between the ends of the pipe. "O" ring gasket shall be installed in accordance with the manufacturer's recommendation.

B. When "O" ring gaskets are furnished a flat gasket shall be furnished and placed between the overlapping portions of the band. The gasket shall extend the full width of the band and shall be of sufficient depth to assure a watertight joint.

C. The coupling band shall be carefully centered over the joints and tightened to the pipe manufacturer specifications. Care shall be taken during the tightening process to assure a snug uniform fit for the entire circumference of the pipe.

3. PROTECTING AND COVERING JOINTS

A. The contractor shall keep the ends of the pipe closed during the time of construction to prevent the entry of dirt, debris, small animals and other foreign objects.

B. Joints shall not be covered until approved by Engineer or his representative. Connections, which are for future use, shall be properly capped.

3.09 CONNECTIONS TO EXISTING STRUCTURES

A. Where shown on the plans, the contractor shall connect the new sewer to existing manholes. If no stub out is present in the existing manhole for such connection, the contractor shall construct such connection by making a hole in the side of the existing manhole using a coring machine or other approved method and installing a “KOR N Seal” boot as manufactured by N.P.C. Systems, Inc. or other approved water tight manhole connector.

The contractor shall use caution in constructing the connection to the existing manhole. Damage to the manhole that, in the opinion of the Engineer, would impair the use and/or function of the manhole shall be just cause to require the contractor to reconstruct the manhole at contractor’s expense. Such damage shall include but not be limited to cracking of the manhole riser section, spalling around the connection significantly reducing manhole wall thickness or excessive oversize in the opening for the new connection requiring any filler other than the manhole connector and/or non-shrink grout specified.

The contractor shall make such changes in the invert of the manhole as may be necessary to provide a smooth flow of the water through the manhole. Any connection to existing structures required in the Plans shall be accomplished by the Contractor and shall be incidental item with no direct compensation being made unless listed as a pay item in the bid proposal.

B. If the work consists of the construction of a sewer that is to replace an existing sewer, all of the existing service lines shall be kept in operation and connected to the new line.

C. Connections shall be made to all existing sewer lines in the vicinity of the work by removing a section of the sewer for the existing line and inserting in the space a tee branch of proper size, or by the construction of a manhole, regulator chamber of other structure as shown on the Drawings.

D. Connections to building services shall be made in a neat and workman like manner. Clean out plugs shall be installed wherever feasible, by making the connections with a standard wye or tee-wye. When clean out plugs are installed they should be located as near the right of way line as practical.

3.10 BACKFILL OPERATIONS

1. GENERAL

A. All pipeline excavations shall be backfilled in a manner that will restore pre-existing conditions as the minimum requirement and fulfill all supplementary requirements indicated in the Plans and Specifications. The backfilling operations shall be started as soon as conditions will permit on each section of pipeline, so as to provide continuity in subsequent operations and restore normal public service as soon as practicable on a section-by-section basis. All operations shall be pursued diligently, with proper and adequate equipment, to assure acceptable results.

B. For this specification backfill is defined as any material placed in the trench above the bedding zone other than the pipe or conduit and appurtenance.

For flexible pipe the backfill between the bedding material and the crown of the pipe shall be crushed stone suitable for encasement as specified in article 2.07 of the specifications. When Portland cement stabilized backfill is used above the pipe zone; the crushed stone encasement shall extend to 1' above the crown of the pipe.

C. Depositing of the backfill shall be done so the shock of falling material will not injure the structure. Grading over and around all parts of the work shall be done as directed by the Engineer.

D. Whenever soil types which are determined by the Inspector to be undesirable for backfill are excavated from the trench, such material shall be hauled away and deposited at locations shown on the plans or as directed by the Engineer at no additional compensation.

E. Backfill materials placed in the pipe zone shall be carefully placed in relatively uniform depth layers spread over the full width and length of the trench section in a manner and/or sequence that will provide simultaneous support on both sides of the pipeline. Each layer shall be compacted effectively, by approved mechanical of hand methods, until there is no further visual evidence of increased consolidation. Above the pipe zone the backfill material shall be placed uniformly across and along the trench in depth suitable for the compaction method used and compacted to a minimum of the density specified for the material used and the trench location. Compaction of the in place layer shall be completed acceptably before placing material for a succeeding layer thereon.

The manner of placement, layer thickness, compaction equipment, and procedure effectiveness shall be subject to approval of the Engineer. Water jetting or flooding shall NOT be used to compact trench backfill.

F. Compaction of materials placed within the pipe bedding and encasement zones shall be accomplished with portable or hand equipment methods, so as to achieve thorough consolidation under and around the pipe and avoid damage to the pipe. Above the pipe zone, the use of heavy roller type compaction equipment shall be limited to safe pipe loading.

G. The maximum loose thickness of each backfill layer placed above the pipe zone shall be 12 inches, except that 16 inches will be permitted for Granular Materials placed above an elevation one foot above the top of pipe, and with the provision that, by authority of the Engineer and in consideration of the demonstrated capability of special type vibratory compactors, these maximums may be increased at his discretion. “Hydro tamps”, “vibra tamps” or other heavy compacting equipment shall not be used until the backfill has reached a depth of four (4) feet above the top of the pipe.

H. All surplus or waste materials remaining after completion of the backfilling operations shall be disposed of in an acceptable manner within 24 hours after completing the backfill work on each particular pipeline section. Disposal at any location within the project limits shall be as specified, or as approved by the Engineer; otherwise, disposal shall be accomplished outside the project limits at the Contractor’s discretion. The backfilling and surplus or waste disposal operations shall be a part of the work required under the pipeline installation items, not as work that may be delayed until final cleanup.

I. For the duration of the warranty period of the project, the Contractor shall assume full responsibility and expense for all backfill settlement and shall refill and restore the work as directed to maintain an acceptable surface condition. All additional materials required shall be furnished without additional cost to the Owner.

2. BACKFILL IN PUBLIC RIGHTS-OF-WAY AND OTHER AREAS WHERE SETTLEMENT IS CRITICAL

A. GENERAL REQUIREMENTS

(1). Backfill above the pipe zone in public rights-of-way and under paved parking lots, near structures or other utilities where settlement can cause damage shall be made using Portland cement stabilized backfill or crushed stone screenings (crusher fines).

The pipe zone is defined as that portion of the trench extending from the bottom of the trench to 12” above the crown of the pipe or conduit.

(2) Backfill around structures such as manholes, junction boxes, transformer boxes and valve boxes shall be made using Portland cement stabilized backfill material or crushed stone screening (crusher fines).

(3) The minimum depth of stabilized backfill or crusher fines shall be twelve (12”) inches.

When utilities are being constructed under existing paving, the stabilized backfill or crusher fines shall extend from top of the pipe zone to the top of the base course.
When utilities are being constructed under existing unpaved streets that are not scheduled for immediate pavement construction, the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the existing roadway surface.

When utilities are being constructed in streets that are scheduled for immediate paving, the stabilized backfill or crusher fines shall extend from the top of the pipe zone to the bottom edge of the eight (8”) inches of subgrade, or, if the paving contractor has constructed a portion of the roadway prior to the construction of the utilities the backfill shall extend to the top of the course the contractor has finished, or the top of the base course, which ever is lower.

If the final course of asphaltic concrete has been placed, the street or alley surface shall not be cut for utility installation.

In streets where stabilized backfill is required only to the bottom of the subgrade course, the minimum depth of stabilized backfill may be reduced to six (6”) inches in which case the maximum depth of the “pipe zone” shall be limited to six (6”) inches above the top of the utility line or conduit.

B. BACKFILL MATERIALS

(1) Portland cement stabilized backfill shall consist of caliche base material, blow sand or native soil stabilized by the addition of Portland cement. Crushed stone or concrete aggregate shall NOT be used.

When Portland cement stabilized backfill is to be used, the contractor shall submit a mix design prepared by an approved commercial laboratory for approval before the trenching operation is begun. When native soil is to be used samples may be taken along the proposed route by boring or other approved means. Samples must be representative of the full trench depth.

The mix design shall be such that the minimum 7-day compressive strength is 150 psi when tested according to test method Tex 418-A.

The minimum cement content for Portland cement stabilized backfill shall be 1 sack per cubic yard.

Cement used in Portland cement stabilized backfill shall be Type I or Type II conforming to the requirements of ASTM Designation C150.

Caliche used for Portland cement stabilized backfill shall be crushed material conforming to Texas State Department of Highways and Transportation 1982 Standard Specifications for Construction of Highways, Streets and Bridges Item 248 Type F, Grade 2.

Blow sand used for Portland cement stabilized backfill shall be clean, free from organic matter, clay lumps, rock and other deleterious matter.

Native soil used for Portland cement stabilized backfill shall be clean, free of clods and organic matter, and free of rock in excess of 2”.

(2) Crushed stone screening (crusher fines) used for back fill shall be sharp grained particles of crushed stone conforming to the requirements of Article 2.07 of these specifications.

(3) Trencher excavated rock material shall be screened so that the largest diameter material is less than 2". The screened rock material used for backfill shall have sufficient moisture added so that the backfill will bind with the fines. The rock material backfill shall be tamped or compacted in two (2) foot lifts. A sheeps foot roller shall not be used unless there is two (2) feet or more compacted backfill above the pipe bedding.

C. BACKFILL CONSTRUCTION

(1) Portland cement stabilized caliche backfill or Portland cement stabilized native soil backfill may be constructed using either the "dry" method or the "wet" method.

(a) The dry method of stabilized backfill construction consists of dry mixing of the cement and caliche or soil to produce a homogenous mixture then adding and mixing sufficient water for proper compaction and hydration of the cement. The water content of the mixture will be approximately one to two percent above the optimum moisture for soil compaction. The mixing may be accomplished by using batch mixers or on the job site by "blade mixing" or other suitable method to produce the desired backfill material. The mixed material shall be placed in lifts of up to a maximum of 12 inches and compacted to ninety-five (95%) modified proctor densities by use of suitable compacting equipment.

(b) In the "wet" method of cement stabilized backfill construction, the materials shall be mixed in an approved concrete batching plant or mixer to the consistency of concrete and placed as concrete would be placed. The slump of the backfill material shall be such that all voids will be filled, approximately four (4") to six (6") inches. The backfill shall be consolidated by rodding or by the use of mechanical vibrators.

Portland cement stabilized blow sand backfill shall be mixed and placed by the "wet" method as described above.

Crushed stone screening (crusher fines) shall be wetted uniformly throughout with sufficient moisture to assure proper compaction before being placed in the trench. The moistened crushed stone screening (crusher fines) shall be placed in maximum lifts of twelve inches and consolidated using vibratory type compaction equipment except when it has been demonstrated that the compaction equipment employed will adequately compact deeper lifts in which case the maximum depth of a lift shall be limited by the capabilities of the equipment used.

Tests to determine the compacted density of the backfill shall be ordered by the Engineer if in his opinion the compaction is not adequate. Test showing a minimum compacted density of 90%-modified proctor will be deemed adequate.

3. BACKFILL OUTSIDE OF PUBLIC RIGHTS-OF-WAY WHERE SETTLEMENT IS NOT CRITICAL

A. In areas outside of public rights-of-way and in the absence of special work item requirements the backfilling shall be accomplished with the use of suitable materials selected from the excavated materials to the extent available and practical. Should the materials available from the trench section be unsuitable or insufficient, the required additional materials shall be furnished from outside sources at the Owners expense.

B. Suitable material shall be defined as a mineral soil reasonably free of foreign materials (rubbish, debris, etc.) frozen clumps, oversize stone, rock, concrete or bituminous chunks and other unsuitable materials, that may damage the pipe installation, prevent thorough compaction, or increase the risks of after settlement unnecessarily. Material selection shall be such as to make the best and fullest utilization of what is available, taking into consideration particular needs of different backfill zones. Material containing stone, rock, or chunks of any sort shall only be utilized where and to the extent there will be no detrimental effects.

C. The backfill material placed in this area shall be compacted by suitable means to a minimum density equal to the density of the undisturbed surrounding soil. City Engineer MUST approve water flooding as a means of compaction.

4. TRENCH BACKFILL BEHIND CURB AND GUTTER

A. When utilities are placed behind the curb in paved streets and other landscaped areas the backfill shall be the same as elsewhere in the right-of-way or other applicable location except that in grassed areas and in flower beds the top six (6") inches of backfill shall be good quality top soil. When utilities are placed behind the curb in grassed or landscaped areas where no sidewalk is to be constructed and the edge of the trench is a minimum of 2 feet from the back of curb or where sidewalk is to be constructed and the minimum distance from both the back of curb and the edge of the sidewalk to the edge of the trench is 2 feet the contractor may elect to use suitable native soil for backfill. The native soil backfill shall be compacted to 95% modified proctor density to within 6" of the top of curb height. The top 6" of backfill shall be good topsoil and shall be compacted to the density of the adjacent soil.

B. Sidewalks shall be repaired by removing and replacing the complete section or sections that have been damaged. Strip patching through sidewalks will not be permitted.

The replacement sidewalk shall be of the same design and section as the walk removed and shall be of equal or better workmanship.

C. When utilities are placed in paved areas behind curbs the pavement shall be repaired as specified for street pavement.

D. Grassed areas and flowerbeds shall be restored as nearly as possible to the original condition. Care shall be taken to avoid damage to sprinkler systems.

Mail boxes and other appurtenance in the construction area. Any damage to said items shall be repaired immediately.

E. All repairs made behind the curb shall be to the satisfaction of the property owner responsible for their maintenance and/or to the satisfaction to the City Engineer.

3.11 INLET STRUCTURES AND LEADS AND CLEANOUTS FOR STORM SEWERS

A. Corrugated Galvanized Steel Slotted Drains for Nuisance water inlets only.

(1) Slotted drains shall be the sizes and lengths as shown on the plans and constructed at the locations as shown on the plans or at locations to be established on the job site.

(2) Slotted drains shall not be installed under asphalt pavement but shall have a section of concrete gutter constructed around it as shown on the detail drawings.

Slotted drains shall be protected from the entrance of debris, concrete or HMAC by closing the slot with one or two layers of heavy duct tape or similar material. In addition, the slot for slotted drain shall have a 2-½ inch or ¾ inch board attached to use as a guide for placing and edging the concrete.

Unless otherwise approved or directed by the Engineer the removal of tape and planking from the slotted drain should be accomplished as part of the final clean up.

B. Curb inlets, grate inlets and combination inlets

(1) General

Curb inlets, grate inlets and combination inlets may be pre-cast or cast-in-place at the contractor's option unless specifically shown otherwise on the plans and bid proposal.

(2) Pre-cast inlet boxes

(a) Construction and finish for pre-cast inlet boxes shall conform to details shown on the plans and all applicable requirements for pre-cast manholes.

(b) Tops for curb inlets and combination inlets may be cast in place or pre-cast. Extra care will be required in setting pre-cast tops to assure curb and gutter match.

(c) Pipe connections, bedding, setting and backfill for pre-cast inlets shall be in accord with the applicable requirements for pre-cast manholes article 3.12 of these specifications.

(3) Cast in place inlets

(a) Cast in place inlets shall be constructed of class "C" reinforced concrete as specified in item 1-B "Concrete for Structure" in these specifications.

(b) Forms for cast in place inlets shall be straight, clean and in good condition. Forms shall be properly cleaned and oiled before concrete is placed.

(c) Construction joints may be placed in cast in place inlets at locations shown on the plans. When construction joints are used, extra care will be required to assure that the joints are watertight.

(d) Cast in place inlets may be cast without outside forms if the soil conditions are such that true vertical walls can be cut and will stand during construction without sloughing or otherwise incorporation foreign materials into the concrete.

(e) When inlets are cast without outside forms, a plastic sheet lining may be required to prevent excessive loss of moisture from the concrete and/or to prevent incorporation of foreign material into the concrete.

A. Inlet Leads

(1) Inlet leads shall be constructed of corrugated steel pipe, PVC pipe or other material as called for on the plans and in the bid proposal.

(2) Construction of inlet leads shall be in accord with the applicable requirements for the type of pipe used.

(3) Junctions where two or more inlet leads are joined shall be made at clean outs or manholes.

B. Cleanouts

(1) Clean outs shall be constructed in accord with the plans and detail drawings.

(2) Construction and connections shall be in accord with the applicable specifications for construction of corrugated steel pipe manholes.

3.12 SANITARY SEWER SERVICES AND PLUGGED STUBS

A. Sanitary Sewer Services:

(1) On new sewer main construction all sewer laterals shall be constructed as part of the initial installation. Sewer wye fittings for sewer laterals in new construction shall be molded or fabricated with all gasketed connections. Four (4”) inch laterals shall be installed at all single-family residences and duplex. Laterals installed for apartment complexes, commercial and industrial areas shall be a minimum of six (6”) inches. Depth of laterals will be determined by depth of sewer main and applicable building codes. Laterals shall be installed using tee wyes or wyes and bends so that they will be at 90 degrees to the sewer main. Laterals shall extend to 3’ minimum beyond the property line of the served lot or tract. The contractor shall install sewer laterals according to the typical sewer lateral detail and the most current revisions of the Plumbing Code.

(2) Taps into existing lines shall use a gasketed fitting in conjunction with a full circle repair sleeve coupling, except that taps into existing ductile iron sewer may be made using the Genco Model DF sewer pipe saddle (The General Engineering Co., Frederic, MD Drawing No. R-3220-D dated 12/29/82) or approved equal.

(3) Cemented mitered connections without socket reinforcement shall not be permitted. The contractor will be permitted to use fittings, which are prefabricated, using pipe sections, molded saddles and PVC solvent cement, provided the solvent cement used in fabrication has cured for at least 24 hours prior to the installation. All solvent cement fittings shall e manufactured in the shop under controlled conditions.

(4) All caps and plugs shall be braced, staked, anchored, wired on or otherwise secured to the pipe to prevent leakage under maximum anticipated thrust from internal abnormal operating conditions or test pressures from water or air.

(5) It shall be the duty of the Contractor to keep a record of sewer service wye locations with respect to the nearest downstream manhole, but the Engineer will record ties on the end of all sewer services at the property line. When installing sewer services the Contractor shall, before backfilling, contact the Engineer or his representatives, and assist him in making ties to the end of the service in the open trench. At least two ties shall be made for each service, and if backfilling proceeds before such ties are made, the Contractor shall dig up the end of all such services, with no additional compensation, for the purpose of making ties. During backfilling the Contractor shall furnish and place a vertical steel post or 2 inch by 2 inch wooden stake set flush with finished ground surface, and extending down to the end of the sewer service, a nail shall be placed in the top of the stake to allow location of the service by metal finder.

(6) The main sewer service connection shall consist of installing an in-line wye section in the main sewer line at designated locations. Saddle wye installations will be permitted only when specifically called for. Orientation of service connection fittings shall be as shown in the standard drawings unless otherwise directed by the Engineer.

(7) Where the depth of cover over the main sewer invert is greater than 8 feet (or such other maximum as may be indicated), the service connection shall be extended outward then upward by use of bends to prevent excess loading on the sewer main in accordance with the details shown in the drawings.

(8) The Contractor shall provide the necessary wyes, tees and bends to bring the service to the proper place at the property line.

(9) Wherever service line connections to the main sewer are permitted or required to be made by the open cutout method in the absence of a built-in tee or wye fitting, the connection shall be made by using an approved type coring machine or by other approved methods producing a uniform, smooth circular cut-out as required for proper fit. The cutout discs shall be retrieved and shall not be allowed to remain within the main sewer pipe. The saddle tee shall be securely fastened to the main sewer pipe by means of epoxy resin or other approved adhesive. The entire connection fitting shall be encased in concrete to a minimum thickness of six inches and as may be shown in the standard drawings.

(10)Wherever service line connections to the main sewer are required to be made by means of built-in branch tee or wye fittings, the Contractor shall, in the absence of such fitting, remove a section of the main sewer pipe and replace it with the required branch tee wye or wye section connected by means of an approved sleeve coupling.

(11)Connections of service lines to the main sewer are required to be made by means of built-in branch tee or wye fittings, the Contractor shall, in the absence of such fitting, remove a section of the main sewer pipe and replace it with the required branch tee wye or wye section connected by means of an approved sleeve coupling.

(12)The end of all service connections shall be plugged with PVC plug and sealed with plastic joint material.

(13)Crushed stone bedding and backfill material, concrete encasement and protection, etc., for service line installation shall be the same as for the sewer lines.

(14)No service connections or laterals shall be covered until they have been inspected and located by the Engineer.

B. INSTALLATION OF PLUGGED STUBS ON SANITARY SEWERS

Plugged pipe stubs for future connections to manholes and sewerage structures shall be installed where shown on the Drawings or directed by the Engineer. The pipe stubs shall be installed in accordance with the specifications and details shown on the Drawings for connecting the type of pipe used to manholes.

3.13 MANHOLES

1. General

The manholes shall be constructed at the locations shown on the plans or as directed by the Engineer and in accordance with the details shown on the plans and as specified herein. After the excavation has been completed, the subgrade for the manhole base shall be graded and leveled. A crushed stone foundation having a minimum thickness of 6 inches shall then be placed on the subgrade. The crushed stone foundation shall be leveled and consolidated before the section of the manhole is placed. Pre-cast base sections shall sit in place level and plumb and to the lines and grade as shown on the plans. Cast in place bases shall be placed around the existing sewer line in accord with the plans and detail sheet. When pre-cast manhole bases are used, riser construction may proceed when the base is set on line and grade. When cast in place manhole bases are used, riser construction may proceed when the base has set sufficiently to support the weight of the riser.

Manholes shall be of the type and material shown on the plans and called for in the bid proposal and shall conform to these specifications.

All lift holes shall be filled with approved non shrink grout and bituminous material before final acceptance. Use of bituminous material or other flowable material alone to plug lift holes will not be permitted. Voids in the invert around the sewer pipe on the

inside wall of the manhole shall be grouted with cement rich grout, to conform to the rest of the wash, in accordance with the standard manhole details.

The backfill around the manhole shall be done in accordance with the details shown on the plans and trench backfill specifications.

The Contractor shall take whatever precautions necessary to protect the manholes that are under construction. At the end of the day or at such time as the Contractor deems necessary, all manholes not completed shall be covered, sealed, plugged, etc. to prevent the inflow of storm water or other objectionable material, and to prevent animals and humans from getting into the manhole.

2. PRE-CAST CONCRETE

A. Pre-cast tub bottom sections of manholes shall be set on a crushed stone foundation or bedding according to the details shown on the plans. Care shall be exercised to assure true alignment and grade for the pipe openings.

The invert of the manhole shall be constructed of cement rich grout and shall be formed to true lines; grades and curvature to assure smooth flow through the manhole. The invert shall have a steel trowel finish.

Joints for pre-cast concrete manhole riser sections shall be made Watertight by use of bitumastic or rubber sealers or “O” ring gaskets. Both sides of the tongue and groove joint shall be painted with a bitumastic primer before assembly.

The bitumastic or rubber sealer shall be clean and pliable and shall deform under the pressure of joint closure to assure a complete water tight seal. Care shall be exercised to assure proper alignment of the joint. The walls of the completed manhole shall be straight and vertical.

B. Pre-cast eccentric cone sections and precast slab manhole tops with eccentrically located manway shall be set with the manway adjacent to the up stream side of the manhole. The joints between the cone or slab top and the manhole riser shall be sealed in the same manner as the joints between the riser section. Care shall be taken in placing the cone and or slab tops to assure the manhole ring and cover can be set to match the finished paving.

C. Pre-cast grade rings will be used, when required, to bring the manhole ring and cover up to the finished grade. Grade rings may be set using cement rich grout or bitumastic seal and such as Ram-Nek or approved equal. When cement rich grout is used, care shall be taken that the space between the cone or slab top and the first grade ring and between the grade rings are completely filled without voids.

When bitumastic sealer is used the joints shall be constructed in the same manner as the joints between the riser sections.

When pre-cast manholes with PVC or other approved polymer lining are called for on the plans and bid proposal and are furnished under this contract they shall be constructed as other pre-cast concrete manholes.

In addition the joints in the lining shall be sealed by hot air welding, use of epoxy coating, or other approved means.

3. CAST IN PLACE MANHOLE BASES

A. Cast in place manhole bases shall be used only where shown on the plans or as directed by the Engineer and shall be constructed in accord with the details shown on the plans.

B. Special care shall be taken in casting the surfaces that will mate with the first risersection to assure a smooth even fit and a watertight joint.

C. The first riser section to be used with cast in place manhole bases shall be castwithout tongue or groove. The joint between the riser section and the cast in place base shall be sealed with a bitumastic or rubber sealant in the same manner as the joints in the pre-cast riser sections.

D. Care shall be taken in forming the invert of the manhole around existing sewers to assure adequate opening for the insertion of a “go – no go” mandrel or other testing equipment and cleaning tools.

4. MANHOLE RING AND COVER

A. The tops of the manhole frame and cover (ring) shall be built to the grade shown on the plans. The cast iron frame shall be firmly embedded in mortar.

B. When pressure type manhole rings and cover are specified on storm sewer manholes they shall be bolted to the concrete slab top using the “L” bolts cast into the slab for this purpose. The joint between the ring and the concrete slab top shall be made watertight using a bitumastic or rubber seal and conforming to the requirements of these specifications.

5. CORRUGATED STEEL MANHOLES

A. Corrugated steel manholes shall be constructed in accord with the details shown on the plans and in accord with the applicable requirements for the construction of corrugated steel pipe sewers.

B. Care shall be taken during the placing of backfill around corrugated steel pipe manholes to maintain the horizontal and vertical alignment of the manhole.

C. Since full contact of the flat top slab with the cement stabilized backfill is critical the backfill shall be finished smooth and to the proper grade. A thin layer of cement rich grout shall be placed on the cement stabilized backfill immediately prior to placing the concrete slab top. The grout shall be sufficient t fill all voids between the backfill and the slab and of a consistency to be forced into the voids under the weight of the slab.

3.14 TESTING GRAVITY SEWER MAINS AND MANHOLES

A. Upon completion of the sewer construction including all wyes and service laterals and before any house drains or services are connected, all sewers shall be cleaned and lamped. All runs of sewer between manholes shall be straight and true. Leakage tests shall be made to determine the amount of ground water infiltration into the sewers. Infiltration tests shall be made when groundwater level is 18 inches or more above the top of the outside of the pipe. Measurement will be taken by means of a weir placed in the lines. The maximum allowable rate of leakage shall be 25 gallons per inch diameter per mile of pipe per 24 hours, for any section of pipe with a maximum total leakage of 200 gallons per mile per 24 hours for sanitary sewers with the exception that the maximum leakage for storm drains shall be 200 gallons per inch of diameter per mile per 24 hours with a total maximum leakage of 6,000 gallons per mile per 24 hours.

When the groundwater is not at sufficient height for infiltration testing the Contractor shall use exfiltration to test the sewer lines.

B. In lieu of the infiltration or exfiltration tests the Contractor may perform air tests on the sewers.

C. If the infiltration, exfiltration, or air tests fail to meet requirements specified herein, the Engineer reserves the right to request television work to be done to locate leaks. The Contractor shall furnish all materials and equipment necessary to accomplish all infiltration, exfiltration, air or television testing.

The Contractor shall receive no additional compensation for this testing or inspection work or for repairs of corrective work required to be done to the sewers. The exfiltration tests shall be used in areas where no ground water is present.

D. Test Procedure Hydrostatic (Exfiltration)

(1) The test section shall be bulk headed and the pipe subject to a hydrostatic pressure produced by a head of water at a depth of three (3) feet above the invert of the sewer at the upper manhole under test. In areas where ground water exists, this head of water shall be three feet above the existing water table.

(2) This head of water shall be maintained for a period of one hour during which it is presumed that full absorption of the concrete manhole body has taken place and thereafter for a further period of one (1) hour for the actual test of leakage. Fiber glass manholes are exempt from the one hour absorption requirement. During this one (1) hour test period, the measured maximum allowable rate of exfiltration for any section of sewer shall be the same as allowed for the infiltration test.

E. TEST PROCEDURE AIR

(1) Where the Contractor elects to air test, he shall perform these tests with equipment similar to Air-Loc equipment manufactured by Cherne Industrial, Inc. Hopkins, Minnesota.

(2) The air test shall be made when the sewer is clean. The line shall be plugged at each manhole with pneumatic balls. Low pressure air shall be introduced into the plugged line until the internal air pressure reaches 4.0 psig greater than the average

back pressure of any ground water pressure that may submerge the pipe. At least two (2) minutes shall be allowed for the air temperature to stabilize before readings are taken and the timing started.

(3) When testing pipes 14 inches and less in diameter between consecutive manholes, the portion being tested shall pass if it does not lose air at a rate to cause the pressure to drop from 4.0 to 3.0 psig (greater than the average back pressure of any groundwater that may submerge the pipe) in less time than listed as calculated from Table 1.

When testing pipes greater than 15 inches in diameter between consecutive manholes the portion being tested shall pass if it does not lose air at a rate to cause the pressure to drop from 3.5 psig 3.0 psig (greater than the average back pressure of any groundwater that may submerge the pipe) in less time than that shown in or calculated from Table II.

TABLE I
Specification Time Required for a 1.0 PSIG Pressure Drop for Size and Length of Pipe indicated for Q = 0.0015

Specification Time for Length (L) Shown (min: sec)											
1	2	3	4 (xL)	100 ft.	150 ft.	200 ft.	250 ft.	300 ft.	350 ft.	400 ft.	450 ft.
4	3:46	597	.380	3:46	3:46	3:46	3:46	3:46	3:46	3:46	3:46
6	5:40	398	.854	5:40	5:40	5:40	5:40	5:40	5:40	5:42	5:42
8	7:34	298	1.520	7:34	7:34	7:34	7:34:	7:36	8:52	10:08	11:24
10	9:26	239	2.374	9:26	9:26	9:26	9:53	11:52	13:51	15:49	17:48
12	11:20	199	3.418	11:20	11:20	11:24	14:15	17:05	19:56	22:47	25:38
15	14:10	159	5.342	14:10	14:10	17:48	22:15	26:42	31:09	35:36	40:04
18	17:00	133	7.692	17:00	19:13	25:38	32:03	38:27	44:52	51:16	57:41
21	19:50	114	10.470	19:50	26:10	34:54	43:37	52:21	61:00	69:48	78:31
24	22:40	99	13.674	22:47	34:11	45:34	56:58	68:22	79:46	91:10	102:33
27	25:30	88	17.306	28:51	43:16	57:41	72:07	86:32	100:57	115:22	129:48
30	28:20	80	21.366	35:37	53:25	71:13	89:02	106:50	124:38	142:26	160:15
33	31:10	72	25.852	43:05	64:38	86:10	107:43	129:16	150:43	172:21	193:53
36	34:00	66	30.768	51:17	75:55	102.34	128:12	153:50	179:29	205:07	230:46

1. Pipe Diameter (in.)
Minimum Time (min:sec)
Length for Minimum Time (ft.)
Time for Longer Length (sec)

NOTE: When using column 4 multiply the number in column 4 opposite the pipe diameter by the length of pipe of that diameter and sum the times for the various pipe size in the run being tested. Computations shall include lengths for service connection laterals.

Table II
Specification Time Required for 0.5 PSIG Pressure Drop for Size and Length of Pipe Indicated for Q + 0.0015

Specification Time for Length (L) Shown (min: sec)											
1	2	3	4 (xL)	100 ft.	150 ft.	200 ft.	250 ft.	300 ft.	350 ft.	400 ft.	450 ft.
4	1:53	597	.190	1:53	1:53	1:53	1:53	1:53	1:53	1:53	1:53
6	2:50	398	.427	2:50	2:50	2:50	2:50	2:50	2:50	2:51	3:12
8	3:47	298	.760	3:47	3:47	3:47	3:47	3:48	4:26	5:04	5:42
10	4:43	239	1.187	4:43	4:43	4:43	4:57	5:56	6:55	7;54	8:54
12	5:40	199	1.709	5:40	5:40	5:40	7:08	8:33	9:58	11:24	12:50
15	7:05	159	2.671	7:05	7:05	8:54	11:08	13:21	15:35	17:48	20:02
18	8:30	133	3.846	8:30	9:37	12:49	16:01	19:14	22:26	25:38	28:51
21	9:55	114	5.235	9:55	13:05	17:27	21:49	26:11	30:32	34:54	39:16
24	11:20	99	6.837	11:24	17:57	22:48	28:30	34:11	39:53	45:35	51:17
27	12:45	88	8.653	14:25	21:38	28:51	36:04	43:16	50:30	57:42	46:54

30 33 36	14:10 15:35 17:00	80 72 66	10.683 12.926 15:384	17:48 21:33 25:39	26:43 32:19 38:28	35:37 43:56 51:17	44:31 53:52 64:06	53:25 64:38 75:55	62:19 75:24 89:44	71:13 86:10 102:34	80:07 96:57 115:23

1 Pipe Diameter (in.)
2 Minimum Time (min:sec)
3 Length for Minimum Time (ft.)
4 Time for Longer Length (sec)

NOTE: When using column 4 multiply the number in column 4 opposite the pipe diameter by the length of pipe of that diameter and sum the times for the various pipe size in the run being tested. Computations shall include lengths for service connection laterals. All service plugs shall be secured in place to prevent displacement during testing operation.

F: DEFLECTION TEST

Deflection tests shall be performed on all flexible pipe, the tests shall be conducted after the backfill has been in place at least 30 days. No pipe shall exceed a deflection of 5 percent. The deflection tests shall be run using a Go-No-Go mandrel having a diameter equal to 95 percent of the inside diameter of the pipe. The tests shall be performed without mechanical pulling device, any pipe not meeting the deflection test shall be excavated and re-bedded at no cost to the owner.

The Contractor at no additional cost to the owner shall furnish the Go-No-GO Mandrel.

Upon completion of all tests, the Contractor shall provide personnel to remove each manhole cover in the presence of the Engineer's representative for inspection and depth measurement.

G. TESTING SANITARY SEWER MANHOLES

All sanitary sewer manholes shall be tested for water tightness by one of the following methods.

Manholes, except those in streets scheduled for immediate paving, shall be complete, having all adjusting rings and cover rings in place and shall be backfilled prior to testing.

Manholes in streets scheduled for immediate paving shall be complete as described above except those acceptance tests shall be made at the top of the cone section.

(1.) Vacuum Test

a. General

This item will govern the testing of all sanitary sewer manholes. All connections to manholes including drop connections shall be in place before testing.

b. Equipment

Equipment for vacuum testing manholes shall be:
MANHOLE VACUUM TESTER as manufactured by:

P.A. Glazier, Inc.
P.O. Box 1002
Worcester, MA. 01613

Or

THE CHERNE AIR-LOC MANHOLE TESTER as manufactured by:

Cherne Industries, Inc.
5700 Lincoln Dr.
Minneapolis, MN 55436-1695

Or approved equal.

c. Preparation for Testing

All connections to the manhole; except plugged stubs for future line extensions, shall be plugged using suitable pneumatic plugs. Line plugs shall be placed at a point outside of the manhole wall (approximately 8" to 10" into the sewer pipe). Drop connections shall be plugged at a point up stream from the drop.
All plugs, pipe connections and plugged stub outs shall be adequately braced to prevent them being drawn into the manhole when vacuum is applied.

d. Testing

The contractor shall set the test equipment in place and operate it in accord with the manufacturer instructions. A copy of these instructions shall be kept on the job site and shall be available to the inspector when tests are performed. When equipment is properly set up a vacuum of 10" of mercury (Hg) shall be drawn and the vacuum line valve closed. After the vacuum pump is shut off the hose shall be disconnected before the test is started.

Note: Vacuum must be at 10" Hg when test is started. The contractor may wish to draw up to 10.5" Hg vacuum and then bleed back to 10" Hg before starting the test. The test shall pass when the minimum time for the vacuum to drop from 10" Hg to 9" Hg is greater than the time shown in the following table:

TABLE 1: Minimum test times for various manhole diameters.

	DIAMETER		
Depth Feet	48"	60"	72"
8'	0:20	0:26	0:33
10'	0:25	0:33	0:41
12'	0:30	0:39	0:49
14'	0:35	0:46	0:57
16'	0:40	0:52	1:05
18'	0:45	0:59	1:13
20'	0:50	1:05	1:21
* ADD	0:05	0:06.5	0:08

Any manhole that fails the test shall be repaired and retested until it passes the test.

e. Contractors Optional Test

The contractor, at his option may wish to test manholes before they are backfilled to assure himself that the manhole is sound.
Manholes that fail the test prior to being backfilled may be repaired under vacuum by coating the area of the leak with a liquid quick setting grout allowing the grout to be drawn into the opening until the leak is stopped.

Manholes will not be accepted on the bases of this test.

f. Fiberglass Manholes

Fiberglass manholes may be tested in the same manner as concrete manholes except that all repairs to the fiberglass body of the manhole shall be made using materials furnished by the manufacturer. Repairs shall be made in accord with the manufacturer instructions.

g. No separate payment will be made for vacuum testing of manholes, but the cost shall be considered incidental to furnishing and construction of manholes as bid in the bid proposal.

2. HYDROSTATIC TESTING

a. General

This item shall govern the hydrostatic testing of manholes and may be used as an alternative to vacuum testing by the contractor.

All connections to manholes including drop connections shall be in place prior to testing manholes.

b. Testing

All connections to the manhole, except plugged stubs installed for future line extensions, shall be plugged upstream from the drop.

Plugs in pipe connections must be placed outside the manhole wall (approximately 8” to 10” into the pipe).

The manhole shall then be filled to the top of the cast iron ring (or top of the cone section for manholes in streets scheduled for immediate paving) and allowed to stand for a minimum of one hour to allow for absorption by the components of the manhole. The inspector may extend the absorption period if it appears that the manhole has not reached a stable state.

The manhole shall then be refilled to the top of the ring (or cone) and allowed to stand for up to 24 hours.

The manhole shall be checked at the end of 4 hours and will be deemed to have passed if no perceptible loss has occurred – if loss has occurred the manhole will be checked after the 24 hour period and will be considered to have passed if loss does not exceed the following schedule

Depth Ft.	Loss Inches
0 - 10’	.2
10 – 20’	.4
20 - 30’	.6

c. No separate payment will be made for Hydrostatic Testing of manholes but the cost shall be considered as incidental to furnishing and constructing manholes as bid in the bid proposal.

H. TELEVISING NEW SEWER LINES

It is the city’s intention to televise all new sanitary sewer lines for record purposes.

Immediately after the contractor completes all testing of sanitary sewer lines and manholes he shall leave all manholes accessible for televising and make allowances for the city’s camera crews working on the project site.

The contractor at his own expense before final acceptance must correct any defects discovered during the televising of sanitary sewers.

3.15 RESTORATION

A. Whenever any surface improvements such as pavement, curbing, pedestrian walks, fencing, or turf have been removed, damaged or otherwise disturbed by the Contractor’s operations, they shall be repaired or replaced to the Engineers satisfaction, to restore the improvement in kind and structure to the pre-existing condition. Each item of restoration work shall be done as soon as practicable after completion of installation and backfilling operations on each section of pipeline.

B. In absence of specific payment provisions, as separate Contract Items, the restoration work shall be compensated for as part of the work required under those Contract Items, which necessitated the destruction and replacement or repair, and there will be no separate payment therefor. If separate pay items are provided for restoration work, only that portion of the repair or reconstruction, which was necessitated by the contract, will be measured for payment. Any improvements removed or damaged unnecessarily shall be replaced or repaired at the Contractor’s expense.

C. Turf restoration shall be accomplished by sod replacement except where seeding is specifically allowed or required.

Caliche or gravel surfaced streets and driveway shall be restored to their original condition by salvaging and replacing the pre-existing caliche or gravel. If the Contractor does not salvage sufficient material during excavation operation, he will be required to furnish material to restore the surface to the depth of the original section. This caliche or gravel restoration shall be considered a part of excavation and backfill and no extra compensation will be made.

E. Bituminous and concrete surfaced streets and driveways will be restored to equal or better condition than existed prior to sewer construction. Measurement will be made of the actual quantities required to be replaced by the sewer construction and paid for at the price bid in the appropriate bid items in the proposal.

No measurement or payment will be made for work done outside the lines considered necessary for sewer construction. The Contractor will be required to replace damage outside these lines at his own expense.

F. Reconstruction of caliche base courses and concrete or bituminous surface courses shall be in substantial compliance with all applicable City of Midland Specifications pertaining to the item being restored.

3.16 CLEANUP

After completing each section of the sewer line, the Contractor shall remove all debris, construction materials, and equipment from the site of the work, grade and smooth over the surface on both sides of the line and leave the entire right-of-way in a clean, neat, and serviceable condition. No separate compensation shall be made for clean up.

3.17 PAYMENT

A. General

Payment in accordance with the following items, at the unit price bid for the work, shall constitute full and complete payment for the entire project including all incidental terms necessary for the complete and successful prosecution of the work in accordance with the intent of the plans and specifications.

Materials and work required to complete the project for which there is no bid item in the bid proposal shall be considered as incidental and the cost shall be included in the prices bid for the various items in the bid proposal.

Where payment is to be made on a unit price basis, it shall be made on the actual measured quantities as constructed in the work.

B. Sewer Pipe in Place

Unit prices bid shall cover furnishing and installation of pipe and jointing materials, including tests and all other necessary work and material to install the pipe complete in place at the depth specified. The unit of work shall be the lineal foot of the various types and sizes as shown in the proposal form. The pipe installation shall be measured

along the centerline of the sewer from center to center of manholes with no deduction in footage for manholes, wye branches, riser bases or other structure.

C. Foundation Corrections Materials

Payment for foundation correction materials shall be made at the unit price bid per cubic yard for material furnished and placed to pro vide adequate pipe base in unstable soil. The unit price shall include extra excavation below pipe grade, the material, placing and tamping.

Additional material required to backfill excess depth of excavation caused by neglect or error on the part of the Contractor or wet conditions, shall be furnished and placed at his own expense.

Removal of Street Surfacing

The Contractor shall receive no extra compensation for the removal of street surfacing including cutting of a straight edge.

E. Trench Safety Systems, Sheeting and Shoring

Measurement: Trench Safety Systems shall be measured by the linear foot of "Trench Safety Systems": Payment for work prescribed under this item shall be full compensation for the Trench Safety Systems including any Engineering and/or consulting fees and any additional excavation and backfill required, for furnishing, placing, maintaining and removing all shoring, sheeting, or bracing; for de-watering or diversion of water; for all jacking and jack removal; and for all other labor, materials, tools, equipment and incidentals necessary to complete the work.

F. Manholes

Payment will be made for the various types of manholes at the unit prices bid for the various types of manholes 0 to 6' deep which price shall include excavation, furnishing and installing all materials pumping where necessary, and backfilling and all incidentals for the complete manhole in place. Measurement for manholes over 6 feet in depth shall be made of the depth of manhole in excess of six (6) feet. Manholes will be measured from the invert to the top of the casting as set.

Payment will be made for the manhole depth in excess of 6 feet at the vertical foot price bid in the bid proposal for extra depth of manhole over 6 feet for each type of manhole furnished.

G. Drop Connections to Manholes

Payment shall be made for drop connections to manhole for each drop connection made as counted in the field at the price bid in the proposal.

Said payment shall be complete compensation for furnishing all materials and fittings and making all connections to the manhole including 2' of vertical depth as measured from the invert of the incoming line to the invert of the manhole.

H. Drop Section for Manholes

Drop sections shall be paid for on a vertical footage basis as measured from the invert of the incoming line to the invert of the manhole less 2 feet and shall be paid for at the price bid per vertical foot for the various size drop connections in the bid proposal.

The price bid per vertical foot includes all fittings, granular material, if used and concrete and shall be full compensation for the complete in service drop connection.

I. Service Lines

Service lines will be measured from centerline of the sewer main to the plug end and paid for at the unit price bid per linear foot of each type of pipe as specified and as shown on the typical details.

J. Barricading and Traffic Control

The lump sum price bid in the bid proposal shall be full compensation for furnishing flag persons when required and all barricades, signs and other barricading and traffic control devices and for furnishing barricading plans and erecting and maintaining all such devices and signs as required for the duration of the period.

Updated
08/07

MIDLAND
Engineering Services

ADDENDUM #01
Project Number BP19-04

TO ALL BIDDERS ON THE SUBJECT BID: **Sunglo Street Paving Bond Project**

ADDENDUM #01

DATE: April 9, 2021

1. Q/A and Clarification
2. Revised Proposal
3. Revised Construction Drawing Sheet 9
4. Revised Construction Drawing Sheet 48
5. Revised Construction Drawing Sheet 52
6. Pre-Bid Agenda
7. Pre-Bid Meeting Attendance

PLEASE RETURN THIS ADDENDUM WITH YOUR BID BY THE CLOSING DATE.

All other terms and conditions shall remain the same.

Reece Albert, Inc.
Company Name

Bidder Authorized Signature

4/14/2021
Date

Mike Hester Estimator
Please Print Above Name

432-570-0481
Phone



Sunglo Street Paving Bond Project
Project Number BP19-04

Q/A and Clarification

During the Pre-Bid Meeting, the following questions were raised by one or more bidders. Below is a list of the questions along with the answers and clarifications.

Clarification: All addendum acknowledgement forms must be included with the bid for the bid to be considered complete. Bidders have sole responsibility for making sure they have and acknowledge all addendums provided for this project bid.

Clarification: The Proposal section of the Bid Packet has been revised. The revised version is attached to this Addendum 01. Bidders are to remove all previous versions of the Proposal section in their entirety from the original bid documents and replace them with the attached Proposal revision.

The Proposal revision includes correcting the Demolition Bid Item #2 Unclassified Roadway Excavation quantity and the Paving Bid Item #2 Unclassified Embankment quantity.

Clarification: Sheet 9 of the construction drawing set has been revised. The revised version of Sheet 9 is attached to this Addendum 01. Bidders are to remove all previous versions of Sheet 9 in their entirety from the original construction drawing set and replace them with the attached Sheet 9 revision.

Clarification: Sheet 48 of the construction drawing set has been revised. The revised version of Sheet 48 is attached to this Addendum 01. Bidders are to remove all previous versions of Sheet 48 in their entirety from the original construction drawing set and replace them with the attached Sheet 48 revision.

Clarification: The Sunglo Street Ribbon Curb Detail D07 on Sheet 52 of the construction drawing set has been revised. The revised version of Sheet 52 is attached to this Addendum 01. Bidders are to remove all previous versions of Sheet 52 in their entirety from the original construction drawing set and replace them with the attached Sheet 52 revision.

Clarification: Contractor must be willing to sign contract as is.

Clarification: Check that all insurance forms are in order when submitting bids.

Clarification: Check that all conflict of interest forms are completed if applicable.

Clarification: Contractor must fill out all bid items in the Proposal for the bid to be considered complete.

Clarification: Contractor is responsible for all construction staking.

Clarification: All invoice submittals are to be itemized and are to match the Proposal items listed.

Clarification: Contractor is responsible for all traffic control during this project.

Clarification: There is a one (1) calendar year warranty period on this project.

Clarification: It is recommended that the Bidders use the USPS mailing address rather than the physical City Hall address for bid submittals that are mailed in as the physical address has experienced issues on occasion in the past. The USPS mailing address is unchanged from what is listed in the original bid packet and the pre-bid teleconference meeting agenda.

Clarification: Contractor is responsible for notifying all adjacent properties of any planned service interruptions no less than two (2) business days in advance of any such interruptions. Service interruptions are to be kept as short as is reasonably possible. This requirement does not apply in emergency situations.

Clarification: Contractor is responsible for maintaining access to all adjacent properties at all times, barring those times when actual construction activity necessary to complete the work is taking place in front of driveway approaches or similar points of access. When such work is not occurring then access must be restored by means of traffic rated steel plates or other equivalent means until such time as the work is completed.

Clarification: Saw-cutting is considered subsidiary to the bid items listed in the Proposal.

Question: Is silt fence really required for the entire south side of the project site?
Answer: Yes.

Question: For Sheet 3, Note 11. Are we done after ten days of watering?
Answer: Yes. Per Sheet 3, Erosion Control Note 11 of the construction drawing set, watering of the vegetated area will only be required for a period of ten (10) consecutive days.

Question: Will you be releasing the digital project information?
Answer: Not for this project.

Question: The existing contours are not labeled, and this makes it hard to calculate quantities.
Answer: Noted. The City will evaluate this for future project designs, but for the purposes of this bid all bidders are directed to bid the construction drawing set as is.

Question: What is the slope for the headwall?
Answer: The headwall slope is 4:1.

Question: Are the box culverts direct load culverts?
Answer: Yes. There will be no pavement or other material placed over the box culverts in this project, and thus they will be direct vehicle load bearing structures.

Question: Will we be allowed to work the full length of the project site?

Answer: Yes, so long as reasonable access, ingress, and egress are provided for all adjacent properties.

Question: Are the box culverts single barrel or multiple barrel structures?
Answer: Single barrel.

Question: Is there an Engineer's Estimate?
Answer: The estimate range is between $2.5-million and $3.2-million.

Question: Is it possible to get Plans with 1000ft -1200ft shown in one page instead of 300ft. Maybe a 32x24 size page?
Answer: The City will evaluate this for future project designs, but for the purposes of this bid all bidders are directed to bid the construction drawing set as is.

Question: Sheet 52 calls for Class A concrete for the Ribbon Curb, should that be 3600 psi?
Answer: The Sunglo Street Ribbon Curb Detail D07 on Sheet 52 of the construction drawing set has been revised. Part of this revision corrects Note 1 of the detail to call for Class "C", 3600 PSI concrete material rather than Class "A" material.

Question: On the commercial driveways, fiber only, no steel?
Answer: Correct. Driveways are to be installed in compliance with Sheet 51, Sunglo Street Typical Driveway Approach Details D05 and D06 and as otherwise indicated in the construction drawing set.

Question: The 8" concrete pilot swale on sheet 48 calls for Class A concrete, fiber only, no steel?
Answer: Sheet 48 of the construction drawing set has been revised. Part of this revision corrects Note 1 of the Ditch B Concrete Swale to call for Class "C", 3600 PSI concrete material rather than Class "A" material. No rebar reinforcement is called for in this swale, only fiber reinforcement material.

Question: The 8" Jointed Concrete Pavement, is that 3600 psi? Do you want steel on 12" ocew?
Answer: Sheet 9 of the construction drawing set has been revised. Part of this revision clarifies that the concrete pavement placed is to be Class "C", 3600 PSI material with both fiber reinforcement and rebar reinforcement that is #4 Rebar set at 16" OCEW.

Question: Can you please take a look at TXDoT detail SETB-CD (attached) as an alternate option to SETB-SW that is included in the plans?
Answer: Bidders are directed to bid the construction drawing set as is.

Question: I think Jesse already asked this in the pre-bid but want to make sure we get the slope confirmed for SETs in the addendum as well.
Answer: The headwall design slope is 4.5:1.

Question: Is there a concrete paving detail?

Answer: No. Sheet 9 of the construction drawing set has been revised. Part of this revision clarifies that the concrete pavement placed is to be Class “C”, 3600 PSI material with both fiber reinforcement and rebar reinforcement that is #4 Rebar set at 16” OCEW.

Question: What Class of concrete is it called for ?
Answer: Sheet 9 of the construction drawing set has been revised. Part of this revision clarifies that the concrete pavement placed is to be Class “C”, 3600 PSI material with both fiber reinforcement and rebar reinforcement that is #4 Rebar set at 16” OCEW.

PROPOSAL

TO: Honorable Mayor and City Council
City of Midland
Midland, Texas

Gentlemen: The undersigned bidder, having examined the drawings, specifications and contract documents, the location of the proposed work, and being fully advised as to the extent and character of the work, proposes to furnish all material, equipment, and to perform all labor and work necessary for the completion of the construction of the work described by and in accordance with the attached drawings, specifications, and contract, for the following prices, to wit:

Project Name: Sunglo Street Paving Bond Project

Project Number: BP19-04

Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	6 MO	Mobilization, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per month. (Pay Note M1)	$_____	$_____
2)	6 MO	Erosion/Sediment Control, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per month. (Pay Note M2)	$_____	$_____
3)	6 MO	Traffic Control, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per month. (Pay Note M3)	$_____	$_____
4)	6 MO	Job Site Safety, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per month. (Pay Note M4)	$_____	$_____
5)	1.5 ACRE	Seeding & Stabilization, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per acre. (Pay Note M5)	$_____	$_____

Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
6)	1 LS	Spray Watering, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per lump sum. (Pay Note M6)	$_____	$_____
Total Miscellaneous Items 1-6		$_____		

Demolition Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	5.0 ACRE	Preparation of Right-of-Way, furnished, installed, complete and in place, for the sum of: _____ dollars and _____ cents per acre. (Pay Note D1)	$_____	$_____
2)	8770 CY	Unclassified Roadway Excavation, complete and in place, for the sum of: _____dollars and _____cents per cubic yard. (Pay Note D2)	$_____	$_____
3)	2829 CY	Unclassified Ditch Excavation, complete and in place, for the sum of: _____dollars and _____cents per cubic yard. (Pay Note D2)	$_____	$_____
4)	262 SY	Removal & Disposal of Existing Unclassified Pavement, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note D3)	$_____	$_____
Total Demolition Items 1-4		$_____		

Storm Drain Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	55 LF	4.0' x 2.0' Reinforced Concrete Box Culvert furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note SD1)	$_____	$_____
2)	2 EA	Reinforced Concrete Safety End Treatment, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note SD2)	$_____	$_____
3)	79 LF	Open Trenching of Storm Drain (0' – 10' Deep), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note SD3)	$_____	$_____
4)	17 SY	8" Jointed Reinforced Concrete Pilot Swale & Side-Slope, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note SD4)	$_____	$_____
Total Storm Drain Items 1-4		$_____		

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	17416 SY	Subgrade Preparation (Depth ≤ 8”), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P1)	$_____	$_____
2)	20 CY	Unclassified Embankment (Density Controlled), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per cubic yard. (Pay Note P2)	$_____	$_____
3)	351 SY	8” Jointed Concrete Pavement, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P3)	$_____	$_____
4)	1500 TON	2” Type D HMAC Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY @ 1” Thick), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per ton. (Pay Note P4)	$_____	$_____
5)	2250 TON	3” Type C HMAC Asphalt Pavement Surface Course (PG64-22, 110 LBS / SY @ 1” Thick), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per ton. (Pay Note P5)	$_____	$_____
6)	30 SY	Asphalt Thickened Edge Concrete-Asphalt Pavement Transition, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P6)	$_____	$_____
7)	17416 SY	12” Flexible Base (Type A, Grade 4), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P7)	$_____	$_____

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
8)	2725 GAL	Bituminous Prime Coat (MC-30, 0.20 Gal / SY), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per gallon. (Pay Note P8)	$_____	$_____
9)	1363 GAL	Tack Coat (CSS-1H, 0.10 Gal / SY), furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per gallon. (Pay Note P9)	$_____	$_____
10)	203 SY	6" Concrete Fillet, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P10)	$_____	$_____
11)	49 SY	6" Concrete Valley Gutter, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P11)	$_____	$_____
12)	1024 SY	6" Concrete Commercial Driveway Approach, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per square yard. (Pay Note P12)	$_____	$_____
13)	9742 LF	Concrete Ribbon Curb & Gutter, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per linear foot. (Pay Note P13)	$_____	$_____
14)	14 EA	Existing Manhole Ring & Cover Adjustment, furnished, installed, complete and in place, for the sum of: _____dollars and _____cents per each. (Pay Note P14)	$_____	$_____
Total Paving Items 1-14		$_____		

Price For:	
1. Miscellaneous Items	$_____
2. Demolition Items	$_____
3. Storm Drain Items	$_____
5. Paving Items	$_____
Total Price	$_____

In addition to providing the individual prices for the items above, Contract shall write the total bid amount in the sum of

_____dollars

and _____ cents total.

The undersigned bidder hereby declares that he has visited the site of the work and has carefully examined the contract documents pertaining to the work covered by the above bid. The selected contractor will receive written notice to proceed.

Bidder agrees to substantially complete all work within _180_ calendar days after receipt of notice to proceed.

PUBLIC INFORMATION

To the extent that Bidder is submitting a bid for a contract described by Section 552.371 of the Texas Government Code, Bidder agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

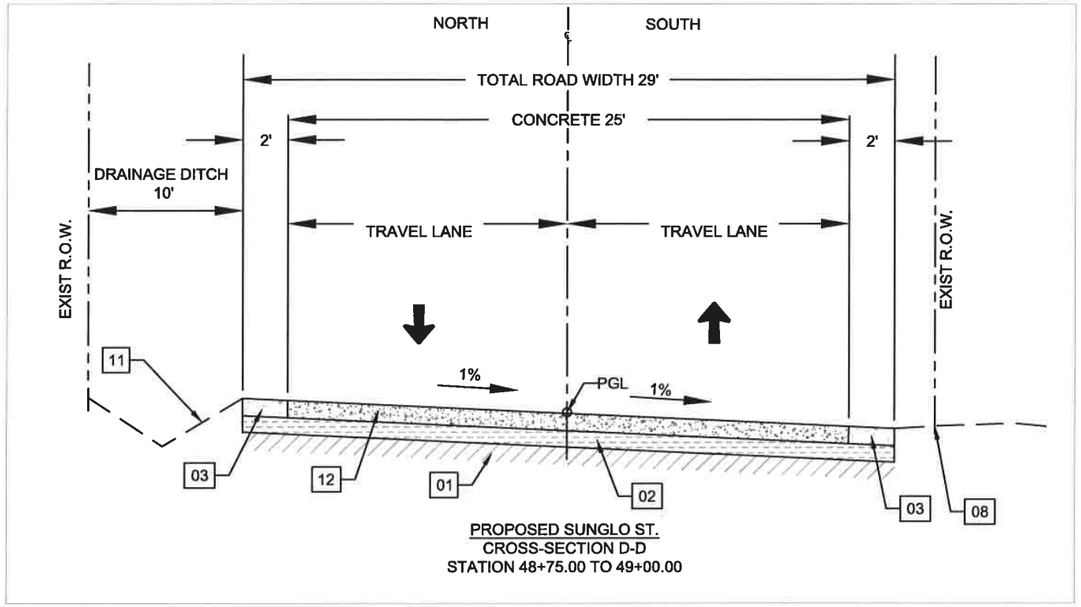
Enclosed herewith in this proposal is a cashier's check, cash or bid bond on a form approved by the City Attorney, for

_____dollars

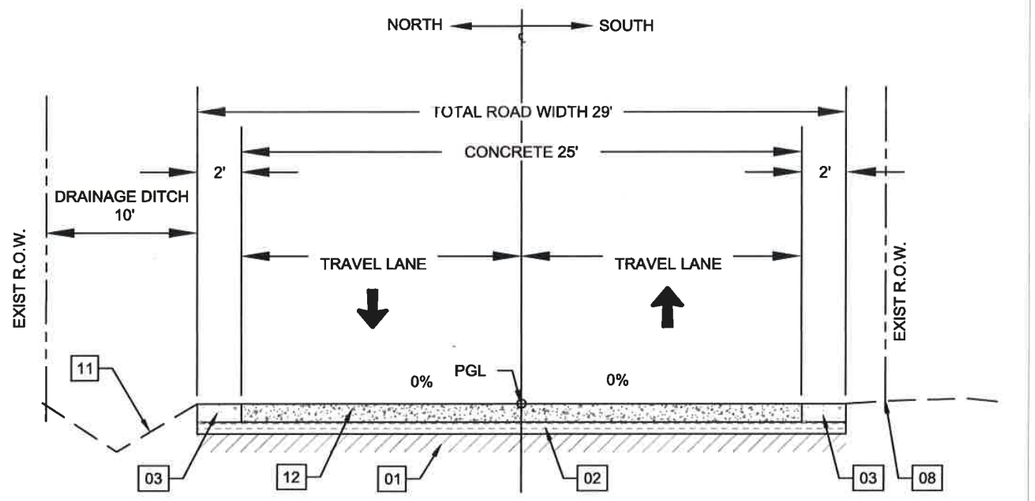
and _____ cents total. ($_____)
which it is agreed shall be collected and retained by the owner as liquidated damages in the event this proposal is accepted by the Owner within thirty days (30) after the date advertised for the reception of bids and the undersigned fails to execute the contract and required bonds with the owner, under the conditions thereof, within (15) days after the date said proposal is accepted; otherwise said check or bond shall be returned to the undersigned on demand.

Name of Contractor

Submitted By	Print Name and Title	
Mailing Address		
City	State	Zip



PROPOSED SUNGLO ST.
CROSS-SECTION D-D
STATION 48+75.00 TO 49+00.00



PROPOSED SUNGLO ST.
CROSS-SECTION E-E
STATION 48+50.00 TO 48+75.00
STATION 49+00.00 TO 49+30.21

KEYED NOTES:

01 8" SUBGRADE BASE

02 12" FLEXIBLE BASE

03 8" RIBBON CURB

04 PRIME COAT

05 3" TYPE C HOTMIX

06 TACK COAT

07 2" TYPE D HOTMIX

08 MATCH EXISTING GRADE

09 1.0% DOWNSLOPE FOR 5.0'
GRADE TO DAYLIGHT FOR 5.0'
STABILIZE SURFACE

10 1.0% DOWNSLOPE FOR 5.0'
1.0% UPSLOPE FOR 5.0'
STABILIZE SURFACE

11 25.0% DOWNSLOPE FOR 5.0'
25.0% UPSLOPE FOR 5.0'
STABILIZE SURFACE

12 8" CONCRETE PAVEMENT

1

CONCRETE PAVEMENT NOTES:

A. ALL CONCRETE PAVEMENT PLACED IS TO BE CLASS 'C', 3600 PSI, UNLESS OTHERWISE NOTED IN THIS CONSTRUCTION DRAWING SET.

B. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT PER SHEET 2, CONSTRUCTION NOTE iv).

C. USE REBAR REINFORCEMENT FOR ALL CONCRETE PAVEMENT PLACED UNLESS OTHERWISE NOTED CONSISTING OF #4 REBAR SET AT 16" OCEW AND SET AT ½ DEPTH OF CONCRETE PAVEMENT SECTION.

D. ALL CONCRETE PAVEMENT TO BE JOINTED PER SHEET 3, PAVING NOTE 13.

STATE OF TEXAS
APR 9 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER

Josh Ferguson

811 Know what's below. Call before you dig.

Rev. No.	Date	Description
5		
4		
3		
2	4/9/2021	ADDED CONC. PVMNT NOTES
1	_/_/_	IFC
0	MAR 2021	

DRAWN: PAK
CHECKED: JCF
APPROVED: JCF
VERT.: N/A
HORIZ.: N/A
PROJECT NO.: BP19-04
Date:

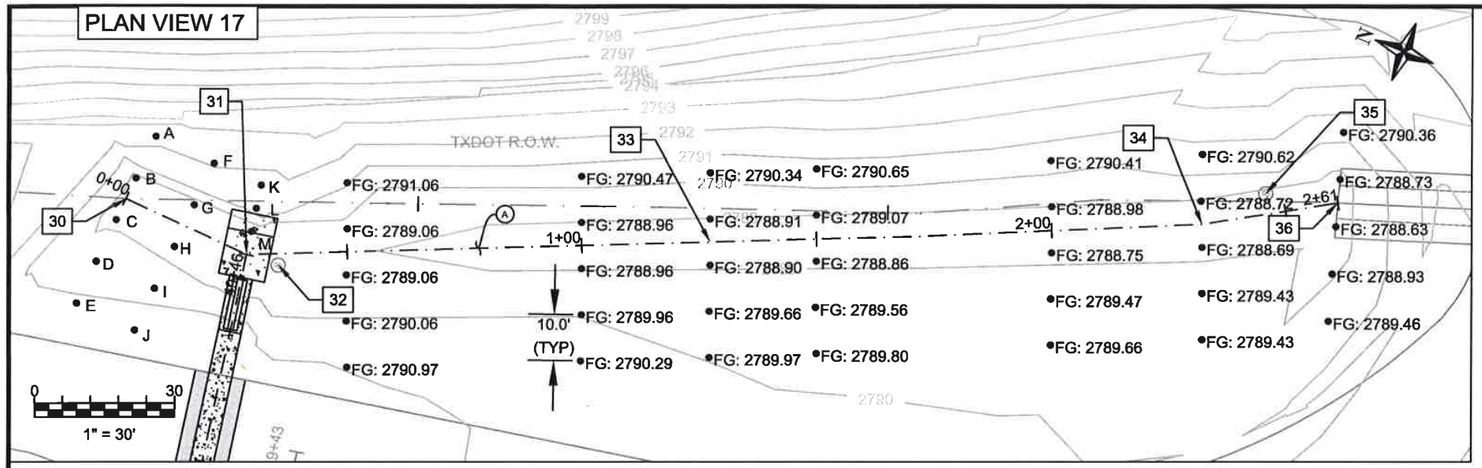
MIDLAND Engineering Services

SUNGLO STREET PAVING
BOND PROJECT
TYPICAL SECTION
3 OF 4

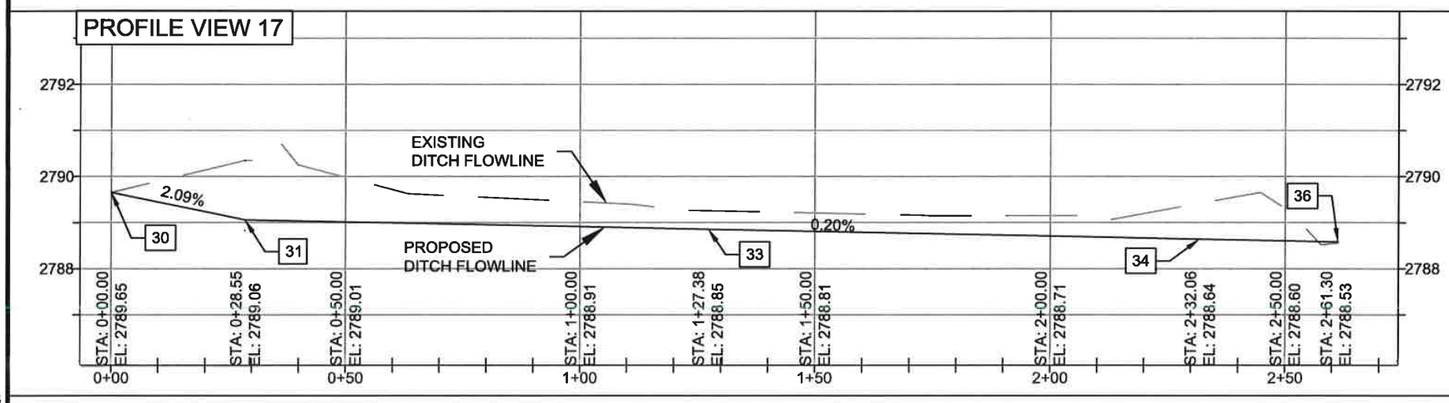
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File: 2019\BP19-04 SUNGLO STREET

File: P:\Engineering Services\Engineering Projects\2019\BP-19-04 Sunglo Proj\03 DWG\BS.1 DWG\Plansh\C-203 Typical Sections.dwg Apr 06, 2021 - 4:00pm pbrigadon

PLAN VIEW 17



PROFILE VIEW 17



DITCH B GRADE POINTS			
NO.	NORTHING	EASTING	ELEVATION
A	10683607.40	1751593.38	2792.47
B	10683607.18	1751583.38	2789.70
C	10683606.95	1751573.39	2789.70
D	10683606.79	1751563.39	2790.48
E	10683606.51	1751553.39	2791.17
F	10683593.62	1751593.69	2791.92
G	10683593.40	1751583.69	2789.41
H	10683593.18	1751573.69	2789.41
I	10683592.96	1751563.70	2790.69
J	10683592.74	1751553.70	2791.31
K	10683582.46	1751593.94	2791.58
L	10683581.17	1751588.97	2790.41
M	10683579.88	1751583.99	2789.13

CONSTRUCTION KEYED NOTES

A. REMOVE ALL IMPERVIOUS MATERIAL FROM DITCH AREA AND RETAIN 6" TOP SOIL FOR STABILIZATION AND SEEDING.

B. SEE ROAD PLAN AND PROFILE ON SHEETS 17 THROUGH 29.

C. DITCH WIDTH IS 10' UNLESS OTHERWISE NOTED.

D. END NORTH DITCH EDGE PER SHEETS 7 - 9.

E. DESIGN DAYLIGHTING GRADES POINTS SHOWN IN PLAN VIEW ARE TYPICALLY 10' APART WHEN MEASURED CROSSING DITCH ALIGNMENT.

DITCH KEYED NOTES

30 STA: 0+00.00
N: 10683607.120
E: 1751578.384
START CULVERT CROSS
SECTION F-F
SEE SHEET 10.

WEST DITCH EDGE (5.0', W)
EXISTING: 2790.59
FG: 2789.70

DITCH CENTERLINE
EXISTING: 2789.75
DITCH FLOWLINE: 2789.65

EAST DITCH EDGE (5.0', E)
EXISTING: 2789.76
FG: 2789.70

31 STA: 0+28.55
N: 10683578.577
E: 1751579.019
END CULVERT CROSS
SECTION F-F
START CULVERT CROSS
SECTION G-G
SEE SHEET 10.
10' X 10' CONCRETE SWALE
10' X 5' CONCRETE SIDE SLOPE

WEST DITCH EDGE (5.0', W)
EXISTING: 2790.70
FG: 2789.13

DITCH CENTERLINE
EXISTING: 2790.35
DITCH FLOWLINE: 2789.06

EAST DITCH EDGE (5.0', E)
EXISTING: 2790.57
FG: 2789.13

32 STA: 0+35.24 (2.5', E)
CAUTION: EXISTING
WASTEWATER MANHOLE

33 STA: 1+27.38
N: 10683451.531
E: 1751646.498
ALIGNMENT CHANGE
EXISTING: 2789.25
DITCH FLOWLINE: 2788.76

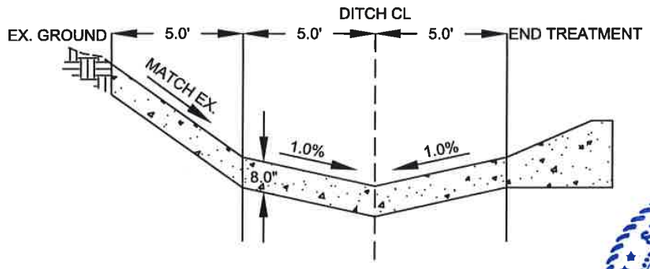
34 STA: 2+30.06
N: 10683399.303
E: 1751675.327
ALIGNMENT CHANGE
EXISTING: 2789.42
DITCH FLOWLINE: 2788.64

35 STA: 2+46.41 (4.4', W)
CAUTION: EXISTING
WASTEWATER MANHOLE

36 STA: 2+61.30
N: 10683375.481
E: 1751692.285
END CULVERT CROSS
SECTION F-F
CONNECT TO EXISTING TXDOT
CONCRETE INLET
WEST DITCH EDGE (5.0', W)
EXISTING: 2788.61

DITCH CENTERLINE
EXISTING: 2788.53

EAST DITCH EDGE (5.0', E)
EXISTING: 2788.75



1 DITCH B CONCRETE SWALE: (NTS)

1. CONCRETE TO BE CITY OF MIDLAND CLASS 'C', 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. SEAL ALL CONCRETE JOINTS.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY CITY ENGINEER.

STATE OF TEXAS
APR 9 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER
Josh Ferguson

811 Know what's below. Call before you dig.

Rev. No.	Date	Description
5		
4		
3		
2		
1	4/9/2021	REVISED DITCH B NOTE 1
0	__/__/__	IFC

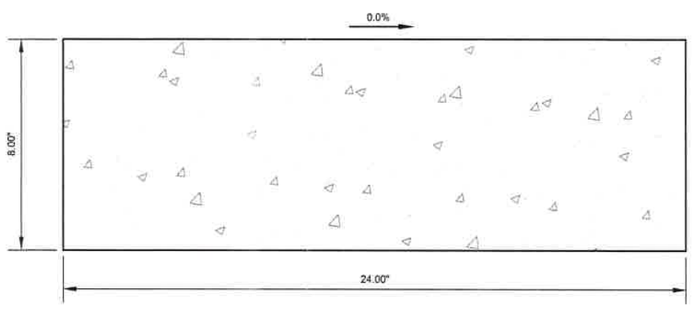
DRAWN: PAK
CHECKED: JCF
APPROVED: JCF
VERT.: 1 : 3
HORIZ.: 1 : 30
PROJECT NO.: BP19-04
Date: MAR 2021

MIDLAND Engineering Services

SUNGLO STREET PAVING
BOND PROJECT
DITCH B PLAN & PROFILE
1 OF 1

Scale: NTS
File : 2019/BP19-04 SUGLO STREET

File: P:\Engineering Services\Engineering Projects\2019\BP-19-04 Sunglo Proj\03 DWG\SS3.1 DWG\Plan\C-001 P&P Channel.dwg Apr 09, 2021 - 4:07pm pkhgdon

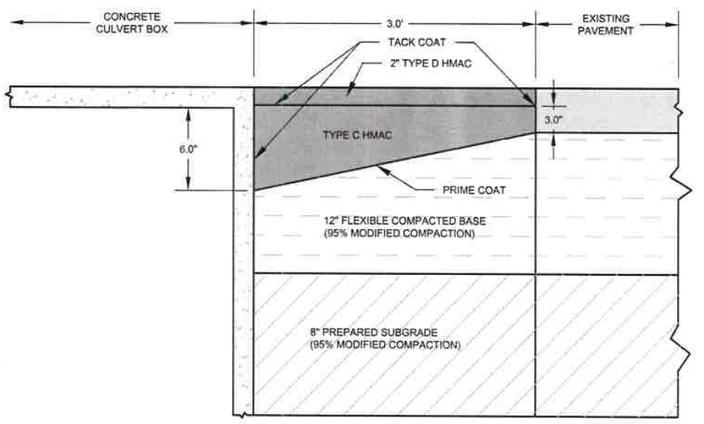


NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS 'C', 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. SEAL CONCRETE JOINT AT FACE OF CURB WHEN ADJACENT TO CONCRETE PAVEMENT.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: PAK CHECKED: JCF APPROVED: JCF	PROJECT NAME: SUNGLO STREET BOND PROJECT	SCALE: NTS	DETAIL:
	SUNGLO STREET RIBBON CURB DETAIL		D07

1



NOTES:

1. FLEXIBLE COMPACTED BASE TO BE PLACED IN LIFTS NO THICKER THAN 6".
2. WHEN MULTIPLE LAYERS OF ASPHALT ARE LACED A TACK COAT MUST BE PLACED BETWEEN EACH PAIR OF ASPHALT LAYERS.
3. APPLY TACK COAT TO ALL CONCRETE SURFACES ADJACENT TO ASPHALT SURFACES AND TO ALL EXISTING ASPHALT SURFACES ADJACENT TO NEW ASPHALT SURFACES.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY CITY ENGINEER.

DRAWN: PAK CHECKED: JCF APPROVED: JCF	PROJECT NAME: SUNGLO STREET BOND PROJECT	SCALE: NTS	DETAIL:
	SUNGLO STREET HMAC THICKENED EDGE		D08



SUNGLO STREET PAVING BOND PROJECT COM DETAILS 4 OF 9		DRAWN: PAK	5			
		CHECKED: JCF	4			
		APPROVED: JCF	3			
		VERT.: N/A	2			
		HORIZ.: N/A	1	4/9/2021	REVISED DETAIL D07.	
		PROJECT NO.: BP19-04	0	__/__/__	IFC	
Scale: NTS	File: 2019\BP19-04 SUNGLO STREET	Date: MAR 2021	Rev. No.	Date	Description	

OF 60 52

Sunglo Street Paving Bond Project
Pre-Bid Teleconference Meeting Agenda
Project No. BP19-04
April 7, 2021; 3:00 PM

Teleconference Call In Number: (866) 528-2256
Access Code: 4450719

Discussion Items

1. Sign-In Sheet
   - Please email jferguson@midlandtexas.gov if you plan to attend the teleconference so your name and contact information can be added to the attendance roll and to ensure you receive a copy of the Addendum following the pre-bid teleconference meeting.

2. Personnel Overview
   - Matt Carr – City Engineer
   - Mike Pacelli – Traffic Engineer
   - Cory Moose – Assistant Utilities Director
   - Josh Ferguson – Engineering Manager – CIP, project engineer
   - Bobby Wojciechowski – Construction Manager, construction management & inspections
   - Rex Swearinger – Operations Planner, utility coordination
   - Taha Sakrani – Associate Traffic Engineer
   - Troy Clabaugh – Sr. Transportation Technician
   - Gabe McClelland – Transportation Manager
   - Jesus Perez – Project Manager
   - Natalie Burgard – Administrative Assistant, document processing
   - Erika Martinez – Purchasing Manager, conduct bid process and bid opening

3. Project Overview and Scope
   - This project will include the removal, replacement, and installation of existing and proposed paving and concrete structures and appurtenances as well as all equipment, labor, materials, etc. necessary to complete the work outlined in the Construction Drawings and Specifications, and to satisfactorily complete the work.
   - In general this project involves paving Sunglo Street from the Midkiff Road overpass frontage road to the Cotton Flat Road overpass frontage road along with excavating a parallel drainage ditch and setting a concrete box culvert crossing.

4. Bid Process
   - Pre-Bid Meeting Teleconference attendance is non-mandatory to bid on this project.
   - ATTENTION: All questions submitted before or after the Non-Mandatory Pre-Bid Meeting Teleconference must be submitted via email to the following email address: jferguson@midlandtexas.gov
   - Addendum distributed by email the Friday afternoon following the Pre-Bid Meeting.
     - The deadline to ask or send questions for the addendum is this Friday, April 9, 2021 at Noon.
     - Questions asked after the Noon deadline will be directed to the information already provided in the bid documents or included in the Addendum.

- ATTENTION: Due to the Coronavirus (COVID-19) pandemic, all bidders are encouraged to mail bid packets to one of the addresses below rather than delivering them in person in the interests of maintaining social distancing:

  USPS Mailing Address:
  City of Midland, Texas
  Attn: City Secretary's Office
  P O Box 1152
  Midland, TX 79702

  – OR –

  Physical Address for mail carriers other than USPS:
  City of Midland, Texas
  Attn: City Secretary's Office
  300 North Loraine St, Suite 330
  Midland, TX 79701

  If bid packets are delivered in person then bidders must drop the bid packets off at the first-floor front desk of City Hall before the bid opening deadline, and social distancing measures will be maintained for the health of all parties involved.

- **Bid Opening is Wednesday, April 14, 2021 at 2:00 PM** in the City Hall Council Chamber located on the 1st Floor of Midland's City Hall.
  - The Bid Opening will be open to the public, and bidders are free to attend in person. Bidders who attend must wear a mask inside City Hall.
  - No late bids will be accepted.
  - Bidders must be willing to sign the contract as is.
  - Bidders must complete the conflict of interest forms if applicable.
  - Bidders must fill out all bid items in the Proposal. If bid items are left blank then the bid will be considered non-responsive.
  - Bidders have sole responsibility for making sure they have and acknowledge all addendums provided. If all acknowledgement forms are not included with the bid packet submittal then the bid will be considered non-responsive.

5. Notice to Proceed
   - Date of Notice to Proceed to be determined at the Pre-Construction Meeting.
   - Pre-Construction Meeting date will be set after the project bid is awarded.

6. Payment
   - Invoices should be submitted on or before the 1st day of each month and cover work completed up to the 25th day of the preceding month.
   - Invoice submittals need to be itemized and match the bid items listed in the bid packet Proposal.
   - Payment based on the portion of work completed only. No payment for material delivery.
   - 5% retainage until project completion, acceptance, and final payment.
   - Recommended that invoices state "Invoice Due Upon Receipt", or have a due date that is two (2) weeks after the date the invoice is submitted.

7. Project Schedule
   - City Inspector must be notified of all work occurring and be able to perform inspections on any construction or installation that occurs.
   - Typically Monday – Friday from 8:00 AM – 5:00 PM. No work earlier than 7:00 AM or later than 8:00 PM without City permission unless for emergency conditions.
   - Work will not occur on Sundays or legal holidays unless required for emergency situations.
   - Work will not occur on Saturdays unless requested by Contractor in writing at least 48-hours in advance and approved by the City Engineer.

8. Project Specifics
   - Comply with all TxDOT requirements for operating in TxDOT Right-of-Way whenever applicable.

- Comply with all OSHA and other applicable safety requirements and regulations at all times.
- Construction staking is solely the responsibility of the Contractor.
- Construction testing is solely the responsibility of the Contractor.
- Contractor is responsible for Traffic Control for this project.
- There is a one (1) calendar year warranty period on this project. This includes all infrastructure installed.

9. Additional Information, Clarifications, and Corrections
   - Quantities listed for the Unclassified Roadway Excavation and Unclassified Embankment line items were incorrect and will be addressed with a corrected Proposal included with the Addendum.
   - Bidders are directed to bid the item quantities listed in the Bid Packet's Proposal, not the quantities listed in the design drawings.

10. Any Additional Questions?

Please direct all questions or comments following the Pre-Bid Meeting to Josh Ferguson with the City of Midland.

Engineering Services

Josh Ferguson
Office Phone: (432) 685-7290
Cell Phone: (432) 241-5078
Email: jferguson@midlandtexas.gov

Pre-Bid Meeting Attendance

BP19-04

Sunglo Street Paving Bond Project

Date: 4-07-2021 - 3:00 PM

☑	Name *(Please Print)*	Company Name *(Please Print)*	Phone Number	Fax Number	Email
	Josh Ferguson	City of Midland	(432) 685-7290		jferguson@midlandtexas.gov
	Patricia Kingston	City of Midland			pkingston@midlandtexas.gov
	Erika Martinez	City of Midland			emunoz@midlandtexas.gov
	Jesus Perez	City of Midland			jperez@midlandtexas.gov
	Carolina Jimenez	City of Midland			cjimenez@midlandtexas.gov
	Jesse Ramirez	Reece Albert			jesser@reecealbertinc.com
	Nolan	JD King			
	Tyler Koch	J+H Services			tyler@jhservicesinc.com
	Adrian Perez	JD King			a.perez@jdkingcorp.com
	Emily Ford	Boler			emily@boler.net
	Kenneth Ford	Jones Bros			k.ford@jonesdp.com

SUNGLO STREET PAVING BOND PROJECT
PROJECT NUMBER: BP19-04
MARCH 2021

Josh Ferguson — March 23, 2021
ENGINEER — SUBMITTED

Matt Carr — 3/23/21
CITY ENGINEER — RECOMMENDED

Jose Ortiz — MARCH 24, 2021
ENGINEERING SERVICES — RECOMMENDED

CONTRACTOR _____

DATE WORK BEGAN _____

DATE WORK COMPLETED _____

DATE WORK ACCEPTED _____

FINAL CONTRACTOR COST _____

MAYOR

PATRICK PAYTON

COUNCIL MEMBERS

SCOTT DUFFORD	DISTRICT 1
JOHN NORMAN	DISTRICT 2
JACK LADD	DISTRICT 3
LORI BLONG	DISTRICT 4
MICHAEL TROST	AT LARGE
SPENCER ROBNETT	AT LARGE

CITY MANAGER (INTERIM)
ROBERT PATRICK

ENGINEERING SERVICES DIRECTOR
JOSE E. ORTIZ

CITY ENGINEER
MATT C. CARR, P.E.
OFFICE: (432) 685-7286

PROJECT ENGINEER
JOSHUA C. FERGUSON, P.E.
OFFICE: (432) 685-7290
EMAIL:jferguson@midlandtexas.gov

CITY OF MIDLAND,
300 N. LORAINE ST., MIDLAND, TX 79702

SHEET INDEX	
SHEET	DESCRIPTION
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2 TO 3	GENERAL NOTES
4 TO 5	QUANTITY SHEETS
6	PROJECT LAYOUT
7 TO 10	TYPICAL LAYOUT
11	DITCH CROSS SECTION VIEWS
12 TO 16	EROSION CONTROL PLANS
17 TO 29	ROAD PLAN & PROFILE
30 TO 38	CONCRETE GRADE PLANS
39 TO 48	DITCH PLAN & PROFILE
49 TO 57	CITY OF MIDLAND DETAILS
58 TO 60	TxDOT DETAILS

STATE OF TEXAS
MAR 23 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER

Josh Ferguson

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DRAWN: PAK | CHECKED: JCF | APPROVED: JCF | VERT.: N/A | HORIZ.: N/A | PROJECT NO.: BP19-04 | Date: MAR 2021

Rev. No.	Date	Description
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4		
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MIDLAND Engineering Services

SUNGLO STREET PAVING BOND PROJECT
COVER

Scale: NTS | File : 2020\BP20-01 NEW YORK AVE

1
OF 60

File: P:\Engineering Services\Engineering Projects\2020 BBPs - 19-04 Sunglo Prng\03 DWG\83.1 DWG\Plans\C-101 Cover.dwg Mar 19, 2021 - 8:36pm pkingston

MASTER NOTES

GENERAL NOTES:

i) THIS DESIGN IS FOR PUBLIC PAVING AND DRAINAGE IMPROVEMENTS AT SUNGLO STREET FROM MIDKIFF ROAD TO COTTONFLAT ROAD.

ii) ALL CONSTRUCTION IS TO COMPLY WITH CITY OF MIDLAND STANDARDS AND SPECIFICATIONS WHEREVER APPLICABLE. ALL OTHER STANDARDS AND REQUIREMENTS ARE TO COMPLY WITH ALL APPLICABLE FEDERAL AND STATE REGULATIONS, REQUIREMENTS, AND STANDARDS. WHEREVER CITY OF MIDLAND STANDARDS AND FEDERAL OR STATE REQUIREMENTS DIFFER THE MORE RESTRICTIVE STANDARD, REQUIREMENT, OR REGULATION WILL GOVERN.

iii) ALL BEARINGS, DIMENSIONS, AND COORDINATES SHOWN IN THIS CONSTRUCTION DRAWING SET ARE RELATED TO TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM 1983. ALL ELEVATIONS ARE RELATED TO NORTH AMERICAN VERTICAL DATUM 1988.

iv) EXISTING ELEVATIONS AND TOPOGRAPHIC FEATURES SHOWN IN THIS CONSTRUCTION DRAWING SET HAVE BEEN LOCATED USING CITY OF MIDLAND RECORDS, SITE INSPECTIONS, POT HOLES, RECENT EXCAVATIONS, SURVEYS, AND ONE CALL MARKINGS. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THIS INFORMATION PRIOR TO CONSTRUCTION AND NOTIFYING ENGINEER OF ANY CONFLICTS BETWEEN EXISTING CONDITIONS AND PROJECT DESIGN.

v) EXISTING UTILITIES, INFRASTRUCTURE, AND OTHER OBJECTS INDICATED IN THIS CONSTRUCTION DRAWING SET HAVE BEEN LOCATED USING CITY OF MIDLAND RECORDS, SITE INSPECTIONS, POT HOLES, RECENT EXCAVATIONS, SURVEYS, AND ONE CALL MARKINGS. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THIS INFORMATION PRIOR TO CONSTRUCTION AND NOTIFYING ENGINEER OF ANY CONFLICTS BETWEEN EXISTING CONDITIONS AND PROJECT DESIGN.

vi) CONTRACTOR IS TO TAKE ALL NECESSARY PRECAUTIONS TO PROTECT ALL EXISTING FACILITIES THAT ARE ENCOUNTERED REGARDLESS OF WHETHER OR NOT THEY APPEAR IN THIS CONSTRUCTION DRAWING SET.

vii) ANY ISSUES, CONFLICTS, OR DISCREPANCIES ENCOUNTERED IN FIELD THAT CONFLICT WITH THIS CONSTRUCTION DRAWING SET ARE TO BE BROUGHT TO ATTENTION OF PROJECT ENGINEER PRIOR TO MAKING ANY DESIGN CHANGES IN FIELD.

viii) TRAFFIC CONTROL FOR THIS PROJECT WILL BE CONTRACTOR'S RESPONSIBILITY. CONTRACT MUST SUBMIT TRAFFIC CONTROL PLAN, IN ACCORDANCE WITH TMUTCD, TO CITY OF MIDLNAD FOR REVIEW AND APPROVAL NO LESS THAN TWO (2) BUSINESS DAYS BEFORE CONTRACTOR BEGINS ANY CONSTRUCTION ACTIVITY.

ix) CONTRACTOR IS TO NOTIFY ALL AFFECTED PROPERTIES AT LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF ANY KNOWN OR PLANNED INTERRUPTION OF SERVICE OR ACCESS DUE TO ANY CONSTURCTION ACTIVITY PERFORMED BY CONTRACTOR.

x) MATERIAL STORAGE IS TO BE PLACED WITHIN SUNGLO STREET RIGHT-OF-WAY WORK ZONE OR ANOTHER APPROVED STORAGE AREA IDENTIFIED IN APPROVED TRAFFIC CONTROL PLANS.

xi) OSHA REQUIREMENTS AND ALL OTHER APPLICABLE FEDERAL, STATE, OR CITY OF MIDLAND SAFETY REQUIREMENTS ARE TO BE FOLLOWED AND COMPLIED WITH AT ALL TIMES.

xii) CONTRACTOR MUST COMPLY WITH ALL STAKING AND TESTING REQUIREMENTS AS DESCRIBED IN PROJECT BID PACKET.

xiii) CONTRACTOR IS REMINDED THAT THIS PROJECT IS LOCATED IN AN URBAN ENVIRONMENT. TREES AND OVERHEAD LINES ARE COMMON, AND CONTRACTOR IS TO PROVIDE PROPER EQUIPMENT TO COMPLETE ALL REQUIRED WORK FOR THIS PROJECT IN AN URBAN ENVIRONMENT.

EXISTING CONDITION NOTES:

1) EXISTING CONDITIONS ARE SHOWN BASED ON AVAILABLE AS-BUILT DRAWINGS, PREVIOUS DESIGN DRAWINGS, CITY OF MIDLAND GIS DATA, CITY OF MIDLAND LIDAR CONTOUR DATA, SPOT SURVEY DATA, SURVEY DATA, AND SITE VISITS. CONTRACTOR IS TO FIELD VERIFY ALL EXISTING CONDITIONS AND NOTIFY ENGINEER OF ANY DISCREPANCIES.

2) EXISTING GAS LINES WERE LOCATED FROM AS-BUILT DRAWINGS, PREVIOUS DESIGN DRAWINGS, ONE-CALL MARKINGS, SPOT SURVEY DATA, SURVEY DATA, AND SITE VISITS. CONTRACTOR IS TO TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE SAFETY OF BOTH PUBLIC AND CONTRACTOR'S WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR THESE LINES.

3) EXISTING ELECTRIC LINES WERE LOCATED FROM AS-BUILT DRAWINGS, PREVIOUS DESIGN DRAWINGS, CITY OF MIDLAND GIS DATA, CITY OF MIDLAND LIDAR CONTOUR DATA, SPOT SURVEY DATA, SURVEY DATA, AND SITE VISITS. CONTRACTOR IS TO TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE SAFETY OF BOTH PUBLIC AND CONTRACTOR'S WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR THESE LINES.

4) EXISTING COMMUNICATION LINES WERE LOCATED FROM AS-BUILT DRAWINGS, PREVIOUS DESIGN DRAWINGS, CITY OF MIDLAND GIS DATA, CITY OF MIDLAND LIDAR CONTOUR DATA, SPOT SURVEY DATA, SURVEY DATA, AND SITE VISITS. CONTRACTOR IS TO TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE SAFETY OF BOTH PUBLIC AND CONTRACTOR'S WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR THESE LINES.

5) CONTRACTOR IS TO TAKE ALL NECESSARY STEPS AND PRECAUTIONS TO ENSURE SAFETY OF BOTH PUBLIC AND CONTRACTOR'S WORKERS WHEN ANY TRENCHING OR OTHER WORK IS TAKING PLACE NEAR OVERHEAD ELECTRIC, POWER, OR PHONE LINES.

DEMOLITION NOTES:

a) CONTRACTOR IS TO NOTIFY PROJECT ENGINEER OF ANY ADDITIONAL DEMOLITION THAT MAY BE NEEDED AND RECEIVE WRITTEN CONFIRMATION THAT SUCH DEMOLITION IS APPROVED PRIOR TO ANY ADDITIONAL DEMOLITION TAKING PLACE.

b) CONTRACTOR IS TO TAKE CARE NOT TO DAMAGE OR REMOVE ANY EXISTING INFRASTRUCTURE OR PROPERTY, PUBLIC OR PRIVATE, THAT IS NOT INDICATED BY THIS CONSTRUCTION DRAWING SET. ANY SUCH DAMAGE OR REMOVAL MUST BE REPLACED OR REPAIRED BY CONTRACTOR AT THEIR SOLE EXPENSE TO EQUAL OR BETTER CONDITION.

c) ALL SAW-CUTS ARE TO HAVE CLEAN, STRAIGHT EDGES AND ARE CONSIDERED INCIDENTAL TO ALL PROJECT WORK.

CONSTRUCTION NOTES:

i) ALL DIMENSIONS MEASURED TO CURB ARE MEASURED TO BACK-OF-CURB.

ii) ALL EXISTING MANHOLES MUST BE ADJUSTED TO FINISHED GRADE AND BE SET FLUSH WITH ADJACENT FINISHED SURFACE WHETHER FINISHED SURFACE IS PAVED OR UNPAVED.

iii) CONCRETE COLLARS ARE TO BE PLACED AROUND ALL PUBLIC INFRASTRUCTURE UTILITY COVERS EXCEPT METER COVERS EVEN WHEN SUCH COVERS ARE LOCATED IN UNPAVED OR CONCRETE PAVED AREAS.

iv) ALL CONCRETE FIBER REINFORCEMENT IS TO BE INSTALLED AT A RATE OF 1.5-POUNDS OF FIBER REINFORCEMENT PER EACH 1.0-CUBIC YARD OF CONCRETE PLACED (1.5-LBS / 1.0-CY) UNLESS OTHERWISE NOTED IN THIS CONSTRUCTION DRAWING SET.

v) ALL CONCRETE PAVEMENT, FILLET, VALLEY GUTTER, APPROACH, AND COLLAR JOINTS ARE TO BE SEALED PER CITY STANDARDS.

vi) CONTRACTOR IS TO MATCH DESIGN GRADES AND ELEVATIONS SHOWN ON THIS CONSTRUCTION DRAWING SET.

vii) CONTRACTOR IS TO MATCH EXISTING GRADES AT ALL LOCATIONS INDICATED, INCLUDING FOR ALL GRADE DAYLIGHTING.

viii) COORDINATE ALL SIGNAL POLE, SIGNAL CONDUIT, STRIPING, TRAFFIC SIGN, OR OTHER TRAFFIC INFRASTRUCTURE ISSUES WITH CITY TRAFFIC ENGINEER AND NOTIFY CITY INSPECTOR.

ix) NOTIFY CITY INSPECTOR OF ALL FRANCHISE UTILITY OR PRIVATE INFRASTRUCTURE ISSUES AND COORDINATE WITH BOTH CITY AND FRANCHISE UTILITY OR PRIVATE INFRASTRUCTURE OWNER.

PAVING NOTES:

1) ALL EXISTING BASE COURSE MATERIAL OR MATERIAL REMAINING AFTER EXCAVATION ARE TO BE PROOF ROLLED WITH MINIMUM TWENTY-FIVE (25) TON PNEUMATIC ROLLER PRIOR TO ANY PAVING ACTIVITY TAKING PLACE. EXCAVATE ANY SOFT MATERIAL AND SCARIFY EXCAVATED AREA PLUS SUFFICIENT DISTANCE BEYOND TO ENSURE PROPER MIXING AND BONDING.

2) ALL NEW PAVEMENT AND CONCRETE ARE TO BE PLACED CLEANLY AND FLUSH WITH ALL ADJACENT, EXISTING PAVEMENT OR CONCRETE INCLUDING CURBS.

3) PRIOR TO PAVING ACTIVITIES, APPLY PRIME COAT UNIFORMLY ON TOP OF ALL PREPARED FLEXIBLE BASE COURSE SURFACES. ADDITIONALLY, APPLY PRIME COAT TO ALL JOINTS, INCLUDING COLD JOINTS WITH MATS PREVIOUSLY LAID, AND JOINTS WITH CONCRETE WHERE ASPHALT PAVEMENT WILL ABUT CONCRETE PAVEMENT INCLUDING AT LIP OF CURB.

4) APPLY TACK COAT UNIFORMLY TO ALL INTERMEDIATE ASPHALT PAVEMENT COURSES WHOSE SURFACE IS SCHEDULED TO RECEIVE AN OVERLAYING COURSE OF ASPHALT PAVEMENT. ADDITIONALLY, APPLY TACK COAT TO ALL JOINTS, INCLUDING COLD JOINTS WITH MATS PREVIOUSLY LAID, AND JOINTS WITH CONCRETE WHERE ASPHALT PAVEMENT WILL ABUT CONCRETE PAVEMENT INCLUDING AT LIP OF CURB.

5) BLOT AREAS SHOWING AN EXCESS OF PRIME COAT OR TACK COAT WITH SAND OR OTHER SIMILAR MATERIAL AND REMOVE BLOTTING MATERIAL BEFORE PAVING.

6) CONCRETE FLARES SHOWN ON RESIDENTIAL DRIVEWAYS, COMMERCIAL DRIVEWAYS, AND ALLEY APPROACHS ARE TO BE INSTALLED. NOTIFY ENGINEER IF CONFLICT WITH FLARES IS DISCOVERED IN FIELD.

7) ALL CONCRETE PAVEMENT JOINTS ARE TO BE SEALED IN COMPLIANCE WITH CITY OF MIDLAND STANDARDS. THIS REQUIREMENT DOES NOT APPLY TO PEDESTRIAN ACCESS RAMP, SIDEWALK, OR CURB JOINTS.

8) ONLY USE AND PLACE APPROVED EXPANSION JOINT MATERIAL AS INDICATED ON CONSTRUCTION DRAWINGS AND BETWEEN EXISTING CURB AND PROPOSED CURB.

STATE OF TEXAS
MAR 23 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER

Josh Ferguson

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						IFC	Description
DRAWN:	PAK	5					
CHECKED:	JCF	4					
APPROVED:	JCF	3					
VERT.:	N/A	2					
HORIZ.:	N/A	1				__/__/__	Date
PROJECT NO.:	BP19-04	0					Rev. No.
Date:	MAR 2021						

MIDLAND Engineering Services

SUNGLO STREET PAVING
BOND PROJECT
GENERAL NOTES
1 of 2

Scale: NTS | File: 2019\BP19-04 SUNGLO STREET

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MASTER NOTES

PAVING NOTES (CON'T):

11) MAINTAIN SUBGRADE OR BASE IN A SMOOTH, CLEAN, COMPACTED CONDITION AND KEEP DAMP WITH WATER UNTIL CONCRETE PAVEMENT IS PLACED.

12) PLACE CONCRETE PAVEMENT WITHIN 45 MINUTES OF BATCHING AND USE VIBRATORY EQUIPMENT TO CONSOLIDATE CONCRETE. DO NOT USE VIBRATORY EQUIPMENT TO DISTRIBUTE CONCRETE PAVEMENT. SEGREGATED CONCRETE IS SUBJECT TO REJECTION.

13) SAWCUT ALL CONTROL JOINTS. JOINT SPACING TO TYPICALLY BE MINIMUM 10' X 10' AND MAXIMUM 15' X 15'. PLAN JOINT LAYOUT AROUND CURB RETURNS AND OTHER IRREGULAR FEATURES SUCH THAT JOINTS ARE PERPENDICULAR TO CURBS OR CONCRETE EDGES.

14) WHEN PLACED ADJACENT TO CONCRETE PAVEMENT, CURB JOINT SPACING IS TO MATCH CONCRETE PAVEMENT SPACING. WHEN PLACED SEPARATELY FROM PAVEMENT, CURB JOINTS ARE TO BE SPACED NO CLOSER THAN 2.0' AND NO FURTHER THAN 10.0' APART.

15) CURB JOINTS ARE TO BE TOOL JOINTS EXCEPT FOR EVERY 6TH CONTROL JOINT, WHICH IS TO BE AN EXPANSION JOINT. UTILIZE EXPANSION JOINTS AT ALL JOINTS BETWEEN NEW AND EXISTING CURB-AND-GUTTER.

16) ALL CONCRETE PAVEMENT AND SIDEWALK SURFACES ARE TO BE BROOM FINISHED.

DRAINAGE NOTES:

a) CONTRACTOR IS TO ENSURE POSITIVE SURFACE DRAINAGE THROUGHOUT PROJECT SITE WITH SPECIAL ATTENTION GIVEN TO SURFACE DRAINAGE AT ALL INTERSECTIONS.

b) CONTRACTOR IS TO CORRECT ANY SURFACE GRADES INSTALLED THAT RESULT IN WATER PONDING OR COLLECTING IN ANY LOCATION NOT INTENDED FOR COLLECTION, I.E. ANYWHERE THAT IS NOT A BASIN, POND, INLET. ETC. CONTRACTOR IS TO NOTIFY PROJECT ENGINEER IF WATER PONDING OR COLLECTING IS BELIEVED TO BE CAUSED BY DESIGN ERROR AND WAIT FOR DIRECTION FROM PROJECT ENGINEER BEFORE PROCEEDING WITH ANY FIELD CHANGES.

EROSION CONTROL NOTES:

A) INSTALL EROSION CONTROL MEASURES PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITY ON PROJECT SITE.

B) CONTRACTOR IS TO MAINTAIN EROSION CONTROL MEASURES AT ALL TIMES. REPAIRS TO EXISTING EROSION CONTROL MEASURES ARE TO BE MADE IMMEDIATELY UPON DISCOVERY THAT SUCH REPAIRS ARE NEEDED. ALL EROSION CONTROL MEASURES AT PROJECT SITE ARE TO BE INSPECTED IMMEDIATELY FOLLOWING ANY STORM EVENT.

C) CONTRACTOR IS TO MAINTAIN A REASONABLY CLEAN PROJECT SITE AT ALL TIMES. ANY SEDIMENT, DEBRIS, ETC. OUTSIDE PROJECT SITE ARE TO BE REMOVED PROMPTLY.

D) ALL STOCKPILES ARE TO BE SURROUNDED BY SILT FENCE OR EQUIVALENT MEASURES AS APPROVED BY ENGINEER TO PROPERLY CONTROL SEDIMENT RUNOFF.

E) CONCRETE TRUCKS CANNOT UNDER ANY CIRCUMSTANCE WASHOUT IN UTILITY TRENCH. CONTRACTOR IS TO PROVIDE A WASHOUT CONTAINER FOR CONCRETE TRUCKS AND MUST REMOVE ALL WASHOUT AND SPOILS FROM PROJECT SITE.

F) VEGETATION SEEDING AND WATERING:

1. THIS REFERS TO ALL SUNGLO STREET DRAINAGE DITCH SURFACES, ALL PORTIONS OF SUNGLO STREET AND TxDOT RIGHT-OF-WAY SURFACES THAT ALREADY HAVE VEGETATIVE COVER IN THEIR EXISTING CONDITION, AND ANY OTHER AREAS DISTURBED BY CONSTURCTION ACTIVITY FOR THIS PROJECT.
2. REVEGETATE ALL AREAS AND SURFACES DISTURBED BY ANY CONSTRUCTION ACTIVITY THAT ARE SCHEDULED TO REMAIN NATURAL RAGARDLESS OF WHETHER OR NOT THEY ARE WITHIN APPROVED PROJECT SITE OR WORK ZONE. NATURAL SURFACES ARE THOSE THAT WILL NOT RECEIVE A LAYER OF PAVEMENT, FLATWORK, STRUCTURE, OR OTHER IMPERVIOUS MATERIAL.
3. AREAS OF EXISTING CALICHE SOUTH OF SUNGLO STREET PAVEMENT ARE TO REMAIN AS IS AND WILL NOT BE VEGETATED.
4. REMOVE TOP SIX INCH (6") LAYER OF VEGETATION AND TOPSOIL EVENLY FOR ENTIRE DISTURBED AREA AND SET ASIDE DURING CONSTRUCTION.
5. AFTER CONSTRUCTION PLACE SAVED VEGETATION AND TOPSOIL EVENLY ACROSS ENTIRE DISTURBED AREA AND RAKE SMOOTH. ADD ADDITIONAL TOPSOIL MATERIAL OF EQUAL OR BETTER QUALITY THAN ORIGINAL MATERIAL IF NECESSARY TO ACHIEVE A MINIMUM SIX INCH (6.0") TOPSOIL THICKNESS THROUGHOUT.
6. DISK AREAS TO BE SEEDED TO A DEPTH OF FOUR INCHES (4") TO ALLOW GOOD CONTACT BETWEEN SEEDS AND SOIL.
7. UNIFORMELY DISTRIBUTE SEEDS AS HEREIN SPECIFIED ON PLANS AND SPECIFICATIONS.
8. IN ALL AREAS TO BE DRILL SEEDED, USE A PASTURE OR RANGELAND TYPE DRILL SEED.
9. USE SEPARATE BOXES ON DRILL TO APPLY FERTILIZER TO SEED.
10. BEFORE PLANTING OPERATIONS BEGIN, FURNISH SEED TAGS FROM SEED SUPPLIER. SEED TAGS MUST SHOW PERCENT PURITY, PERCENT GERMINATION, AND DATE SEED WAS HARVESTED. SUBMIT SEED TAGS TO PROJECT ENGINEER FOR VERIFICATION OF APPROPRIATE POUNDS P.L.S./ACRE RATES.
11. SPRAY EVENLY WITH WATER EQUIVALENT TO A MINIMUM UNIFORM WATER VOLUME DEPTH OF 0.2-INCHES (0.2") FOR ENTIRE DISTURBED AREA AT A RATE OF NO LESS THAN ONCE (1) A DATE FOR TEN (10) CONSECUTIVE DAYS AFTER PLACEMENT AND SEEDING.
12. PROVIDE SEED MIXTURES LISTED AT APPROPRIATE RATES DURING SPECIFIED SEASON:
    a) SEED MIX TOTALING 20 LBS P.L.S. / ACRE, WHEN SEEDING BETWEEN OCTOBER AND FEBRUARY:

VARIETY	LBS, P.L.S. / ACRE
RYGRASS (ANNUAL)	8.0
WESTERN WHEATGRASS	2.0
MILLET	2.0
SIDEOATS GRAMA	1.5
KLEINGRASS	1.5
BRISTLEGRASS	1.5
BLUE GRAMA	0.5
BUFFALOGRASS	2.0
GREEN SPRANGLETOP	1.0

    b) SEED MIX TOTALING 20 LBS P.L.S. / ACRE, WHEN SEEDING BETWEEN MARCH AND SEPTEMBER:

VARIETY	LBS, P.L.S. / ACRE
MILLET	4.0
SIDEOATS GRAMA	3.0
KLEINGRASS	3.0
BRISTLEGRASS	3.0
BLUE GRAMA	1.0
BUFFALOGRASS	4.0
GREEN SPRANGLETOP	2.0

    c) IF SPECIFIED GRASS VARIETY IS NOT AVAILABLE, SUBMIT AVAILABLE SUBSTITUTION TO PROJECT ENGINEER FOR APPROVAL. PERMISSION FOR SUBSTITUTION WILL ONLY BE GRANTED AFTER PROJECT ENGINEER IS SATISFIED THAT SPECIFIED GRASS VARIETIES ARE NOT AVAILABLE.
    d) DELIVER ALL FERTILIZER IN BAGS OR CONTAINERS CLEARLY LABELED SHOWING BAG ANALYSIS. PREFERRED ANALYSIS IS 18-3-4. APPLY FERTILIZER AT RATE THAT ACHIEVES NO LESS THAN 100 LBS N2 / ACRE. APPLY FERTILIZER IN CONJUNCTION WITH SEEDING.

G) CONTRACTOR HAS SOLE RESPONSIBILITY FOR VEGETATING OR STABILIZING TO EXISTING OR BETTER CONDITION ANY AREAS DISTURBED BY CONSTRUCTION ACTIVITY LOCATED OUTSIDE DESIGNATED PROJECT SITE OR APPROVED WORK ZONE AT CONTRACTOR'S SOLE EXPENSE.

H) IMPLEMENT SUPPLEMENTAL EROSION CONTROL MEASURES AS NEEDED DURING STORM EVENTS. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED AT SOLE DISCRETION OF ENGINEER IF AT ANY TIME ENGINEER BELIEVES EXISTING EROSION CONTROL MEASURES ARE INSUFFICIENT FOR NEEDS OF PROJECT SITE.

I) CONTRACTOR IS REQUIRED AT A MINIMUM TO REMOVE AND DISPOSE OF ACCUMULATED SILT, SEDIMENT, OR OTHER DEBRIS FROM EROSION CONTROLS WHEN SILT, SEDIMENT, OR OTHER DEBRIS HAVE REACHED A HEIGHT EQUAL TO HALF THAT OF EROSION CONTROLS PLACED OR IMPEED THEIR EFFECTIVENESS.

J) CONTRACTOR IS TO REMOVE ALL TERMPORARY EROSION CONTROL MEASURES FROM PROJECT SITE UPON COMPLETION OF CONSTRUCTION ACTIVITY ONCE PROJECT SITE IS STABILIZED. THIS IS CONSIDERED SUBSIDIARY TO THIS PROJECT SCOPE.

K) DAMAGES TO ADJACENT PROPERTY OR TO RECEIVING WATERS CAUSED BY IMPROPERLY INSTALLED OR POORLY MAINTAINED EROSION CONTROL MEASURES ARE SOLE RESPONSIBILITY OF CONTRACTOR.

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JOSHUA C. FERGUSON
117692
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DRAWN:	PAK	5						
CHECKED:	JCF	4						
APPROVED:	JCF	3						
VERT.:	N/A	2						
HORIZ.:	N/A	1						
PROJECT NO.:	BP19-04	0	-/-/-	IFC				
Date:	MAR 2021	Rev. No.	Date	Description				

MIDLAND Engineering Services

SUNGLO STREET PAVING
BOND PROJECT
GENERAL NOTES
2 of 2

Scale: NTS | File : 2019\BP19-04 SUNGLO STREET

3
OF 60

File: P:\Engineering Services\Engineering Projects\2019\BP-19-04 Sunglo Proj\03 DWG\03.1 DWG\Plans\C-103 General Notes.dwg Mar 19, 2021 - 12:31pm jdelgadon

SUMMARY OF ROADWAY ITEMS										
	STATION TO STATION	SEEDING AND STABLIZATION	EXCAVATION (ROADWAY) (UNCLASSIFIED)	EXCAVATION (DITCH) (UNCLASSIFIED)	UNCLASSIFED PAVEMENT REMOVAL	EMBANKMENT (DENSITY CONTROL)	4' X 2' CONCRETE BOX CUVLERT	4' X 2' SAFETY END TREATMENTS	OPEN TRENCHING OF STORM DRAIN	CONCRETE SWALE AND SIDE SLOPE
UNIT		SY	CY	CY	SY	CY	LF	EA	LF	SY
RATE										
RPP1 OF 13	0+17 TO 3+00	0	17	0	0	216	0	0	0	0
RPP2 OF 13	3+00 TO 7+00	0	290	0	0	0	0	0	0	0
RPP3 OF 13	7+00 TO 11+00	0	124	0	0	0	0	0	0	0
RPP4 OF 13	11+00 TO 15+00	0	79	0	80	0	0	0	0	0
RPP5 OF 13	15+00 TO 19+00	0	155	0	0	0	0	0	0	0
RPP6 OF 13	19+00 TO 23+00	0	224	0	0	0	0	0	0	0
RPP7 OF 13	23+00 TO 27+00	0	355	0	0	0	0	0	0	0
RPP8 OF 13	27+00 TO 31+00	0	327	0	150	0	0	0	0	0
RPP9 OF 13	31+00 TO 35+00	0	229	0	0	0	0	0	0	0
RPP10 OF 13	35+00 TO 39+00	0	279	0	0	0	0	0	0	0
RPP11 OF 13	39+00 TO 43+00	0	256	0	0	0	0	0	0	0
RPP12 OF 13	43+00 TO 47+00	0	83	0	0	0	0	0	0	0
RPP13 OF 13	47+00 TO 49+30	0	81	0	0	0	0	0	0	0
DAPP1 OF 9	0+00 TO 3+00	333	0	102	0	79	0	0	0	0
DAPP2 OF 9	3+00 TO 9+50	722	0	260	0	0	0	0	0	0
DAPP3 OF 9	9+50 TO 15+50	1527	0	276	0	0	0	0	0	0
DAPP4 OF 9	15+50 TO 21+75	694	0	283	0	0	0	0	0	0
DAPP5 OF 9	21+75 TO 27+75	667	0	449	0	0	0	0	0	0
DAPP6 OF 9	27+75 TO 34+25	722	0	480	0	0	0	0	0	0
DAPP7 OF 9	34+25 TO 40+75	722	0	419	0	0	0	0	0	0
DAPP8 OF 9	40+75 TO 47+00	694	0	340	0	0	0	0	0	0
DAPP9 OF 9	47+00 TO 49+26	251	0	117	32	0	55	2	79	0
DBPP1 OF 1	0+00 TO 2+61	1015	0	103	0	0	0	0	0	17
GRAND TOTAL=		7348	2500	2829	262	295	55	2	79	17

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VERT.: N/A
HORIZ.: N/A
PROJECT NO.: BP19-04
Date: MAR 2021

MIDLAND Engineering Services

SUNGLO STREET PAVING
BOND PROJECT
QUANTITY SHEET
1 OF 2

Scale: NTS
File : 2019\BP19-04 SUNGLO STREET

4
OF 60

File: P:\Engineering Services\Engineering Projects\2019\BP-19-04 Sunglo Proj\03 DWG\03.1 DWG\Planet\C-105 Quantity Sheet.dwg Mar 23, 2021 - 5:44pm jdelgadillo

SUMMARY OF ROADWAY ITEMS														
	STATION TO STATION	PREPARING OF SUBGRADE (H ≤ 8")	8" JOINTED CONCRETE PAVEMENT	2" TY D HMAC (PG70-22)	3" TY C HMAC (PG64-22)	HMAC THICKENED EDGE	12" FLEXIBLE COMPACTED BASE (TY A) (GR 4)	PRIME COAT (MC-30)	TACK COAT (CSS-1H)	6" CONCRETE FILLET	8" CONCRETE VALLEY GUTTER	6" CONCRETE DRIVEWAY APPROACH	8" CONCRETE RIBBON CURB	ADJUST WW MANHOLE
UNIT		SY	SY	TON	TON	SY	SY	GAL	GAL	SY	SY	SY	LF	EA
RATE				220 LBS/SY	330 LBS/SY			0.2 GAL/SY	0.1 GAL/SY					
RPP1 OF 13	0+17 TO 3+00	1008	0	86	130	0	1008	157	79	54	0	52	526	1
RPP2 OF 13	3+00 TO 7+00	1341	0	122	183	0	1341	222	111	0	0	52	800	1
RPP3 OF 13	7+00 TO 11+00	1353	64	122	183	0	1353	222	111	0	0	0	800	1
RPP4 OF 13	11+00 TO 15+00	1455	0	131	197	0	1455	239	120	54	28	0	800	1
RPP5 OF 13	15+00 TO 19+00	1289	0	122	183	0	1289	222	111	0	0	0	800	1
RPP6 OF 13	19+00 TO 23+00	1509	64	122	183	0	1509	222	111	0	0	156	800	1
RPP7 OF 13	23+00 TO 27+00	1551	0	122	183	0	1551	222	111	0	0	262	800	2
RPP8 OF 13	27+00 TO 31+00	1526	0	136	204	0	1526	247	124	54	21	38	800	1
RPP9 OF 13	31+00 TO 35+00	1327	0	122	183	0	1327	222	111	0	0	38	800	1
RPP10 OF 13	35+00 TO 39+00	1450	0	122	183	0	1450	222	111	0	0	161	800	1
RPP11 OF 13	39+00 TO 43+00	1430	0	122	183	0	1430	222	111	0	0	141	800	1
RPP12 OF 13	43+00 TO 47+00	1415	0	122	183	0	1415	222	111	0	0	126	800	1
RPP13 OF 13	47+00 TO 49+30	772	223	46	69	30	772	83	42	41	0	0	416	1
GRAND TOTAL=		17416	351	1500	2250	30	17416	2725	1363	203	49	1024	9742	14

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APPROVED: JCF
VERT.: N/A
HORIZ.: N/A
PROJECT NO.: BP19-04
Date: MAR 2021
Rev. No.

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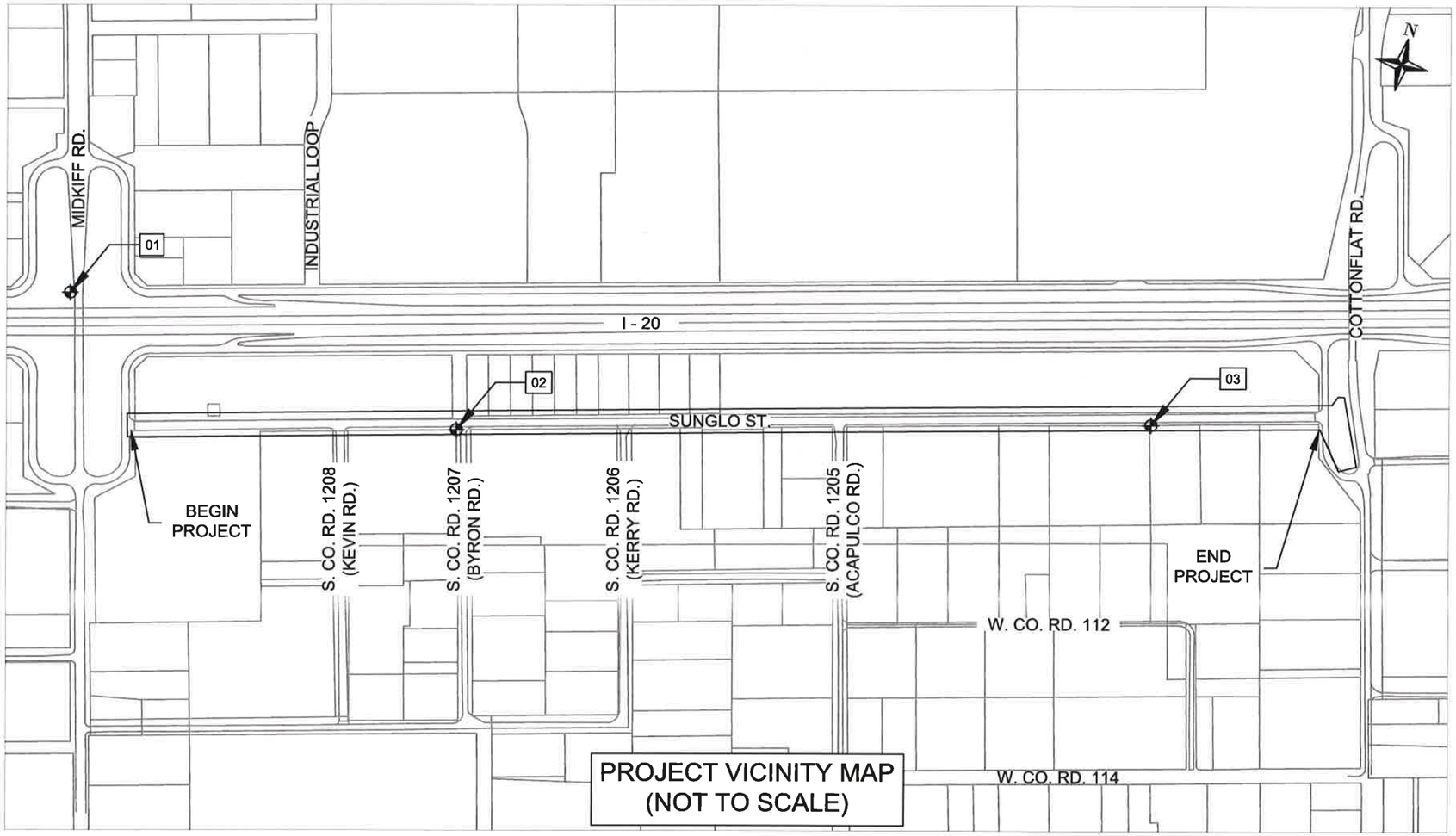
SUNGLO STREET PAVING
BOND PROJECT
QUANTITY SHEET
2 OF 2

Scale: NTS
File : 2019\BP19-04 SUNGLO STREET

5
OF 60

File: P:\Engineering Services\Engineering Projects\2019\BP-19-04 Sunglo Paving\03 DWG\03-1 DWG\Plans\C-108 Quantity Sheet.dwg Mar 23, 2021 - 5:40pm jslington

SUNGLO ST. PROJECT LAYOUT



BENCHMARK KEYED NOTES-

01 3" ALUMINUM CITY OF MIDLAND BENCHMARK 4395
EL = 2827.90

02 1/2" RCIR WEST CO MIDLAND
EL = 2799.56

03 5/8" YCIR BISON CREEK
EL = 2792.94

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							Rev. No.	Description

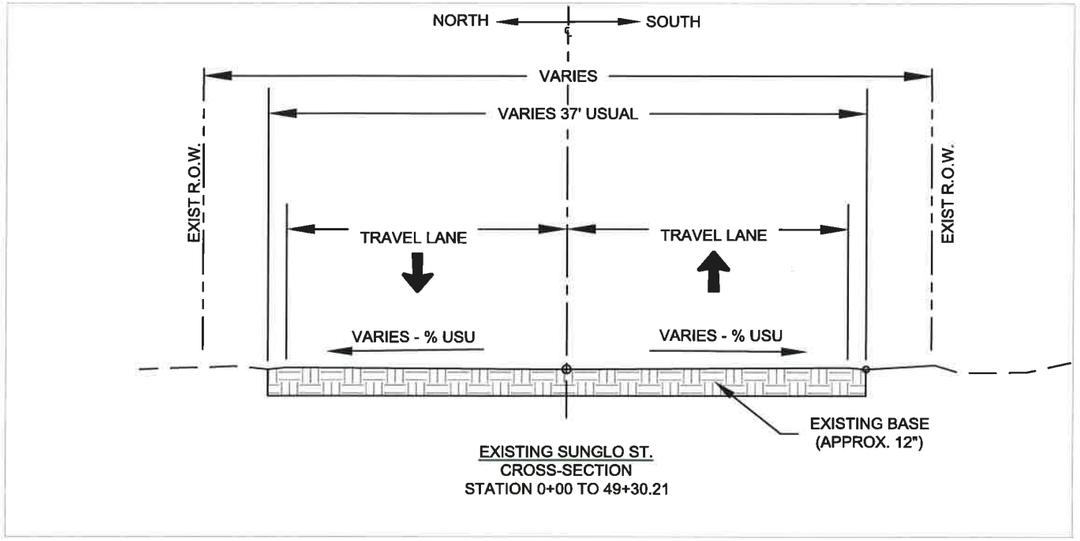
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HORIZ.: N/A
PROJECT NO.: BP19-04
Date: MAR 2021
Date: _/_/_

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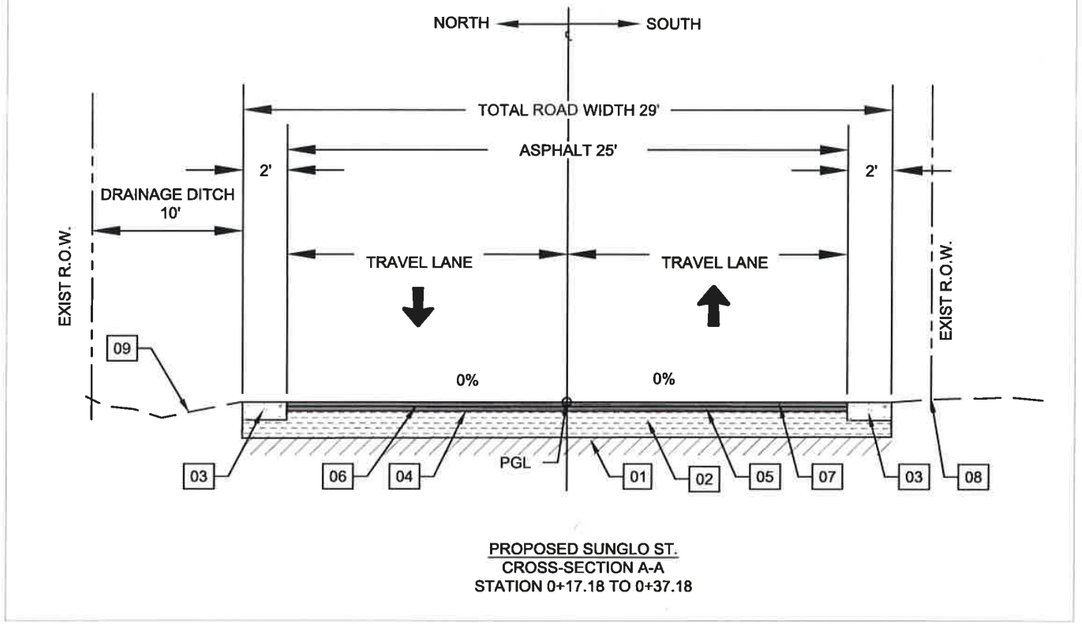
SUNGLO STREET PAVING
BOND PROJECT
PROJECT LAYOUT

Scale: NTS
File : 2019/BP19-04 SUNGLO STREET

File: P:\Engineering Services\Engineering Projects\2019\BP-19-04 Sunglo Proj\03 DWG\BS3.1 DWG\Plans\C-201 Project Layout.dwg Mar 23, 2021 - 5:14pm pekington



EXISTING SUNGLO ST.
CROSS-SECTION
STATION 0+00 TO 49+30.21



PROPOSED SUNGLO ST.
CROSS-SECTION A-A
STATION 0+17.18 TO 0+37.18

NOTE: EXISTING PAVEMENT CONDITION OF SUNGLO STREET IS VERY POOR, WITH CONSIDERABLE WEAR, DAMAGE, AND POTHOLES PRESENT.

KEYED NOTES:

01 8" SUBGRADE BASE

02 12" FLEXIBLE BASE

03 8" RIBBON CURB

04 PRIME COAT

05 3" TYPE C HOTMIX

06 TACK COAT

07 2" TYPE D HOTMIX

08 MATCH EXISTING GRADE

09 1.0% DOWNSLOPE FOR 5.0'
GRADE TO DAYLIGHT FOR 5.0'
STABILIZE SURFACE

10 1.0% DOWNSLOPE FOR 5.0'
1.0% UPSLOPE FOR 5.0'
STABILIZE SURFACE

11 25.0% DOWNSLOPE FOR 5.0'
25.0% UPSLOPE FOR 5.0'
STABILIZE SURFACE

12 8" CONCRETE PAVEMENT

STATE OF TEXAS
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Description	Date	Rev. No.
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VERT.: N/A
HORIZ.: N/A
PROJECT NO.: BP19-04
Date: MAR 2021

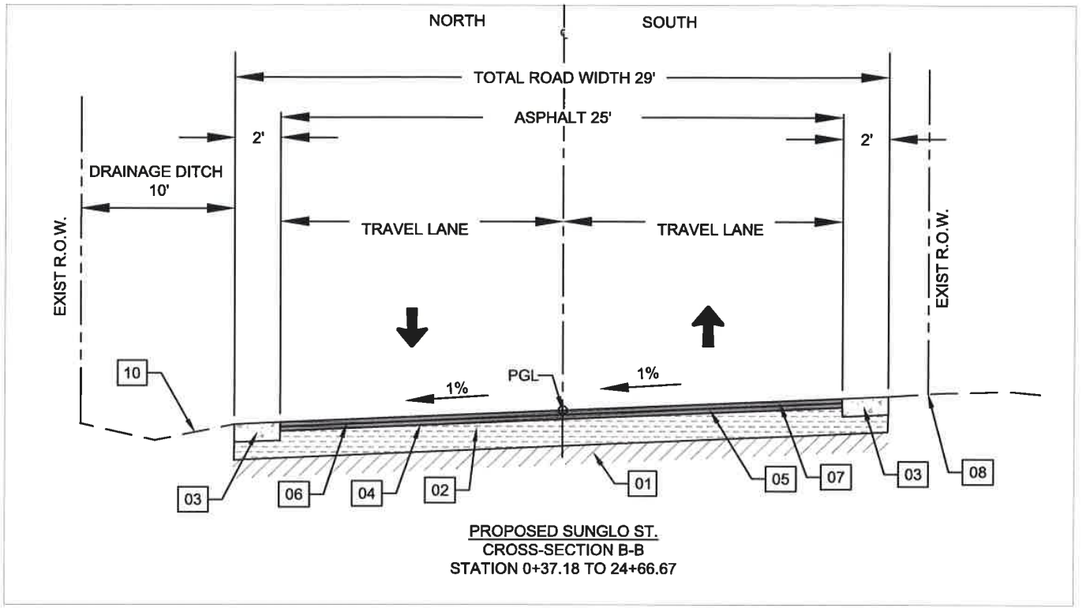
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SUNGLO STREET PAVING
BOND PROJECT
TYPICAL SECTION
1 OF 4

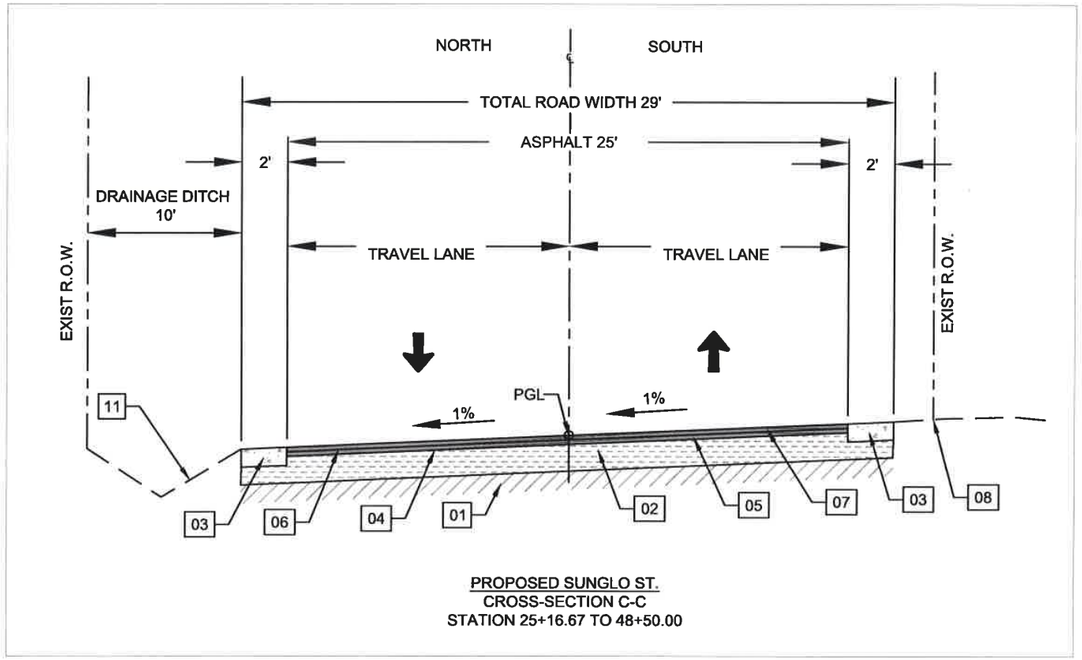
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File: 2019\BP19-04 SUNGLO STREET

7
OF 60

File: P:\Engineering Services\Engineering Projects\2019\BP-19-04 Sunglo Proj\03 DWG\BSU\ I DWG\Plans\C-203 Typical Sections.dwg Mar 19, 2021 - 1:03pm jshigston



PROPOSED SUNGLO ST.
CROSS-SECTION B-B
STATION 0+37.18 TO 24+66.67



PROPOSED SUNGLO ST.
CROSS-SECTION C-C
STATION 25+16.67 TO 48+50.00

KEYED NOTES:

01 8" SUBGRADE BASE

02 12" FLEXIBLE BASE

03 8" RIBBON CURB

04 PRIME COAT

05 3" TYPE C HOTMIX

06 TACK COAT

07 2" TYPE D HOTMIX

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1.0% UPSLOPE FOR 5.0'
STABILIZE SURFACE

11 25.0% DOWNSLOPE FOR 5.0'
25.0% UPSLOPE FOR 5.0'
STABILIZE SURFACE

12 8" CONCRETE PAVEMENT

STATE OF TEXAS
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Rev. No.	Date	Description
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VERT.: N/A
HORIZ.: N/A
PROJECT NO.: BP19-04
Date: MAR 2021

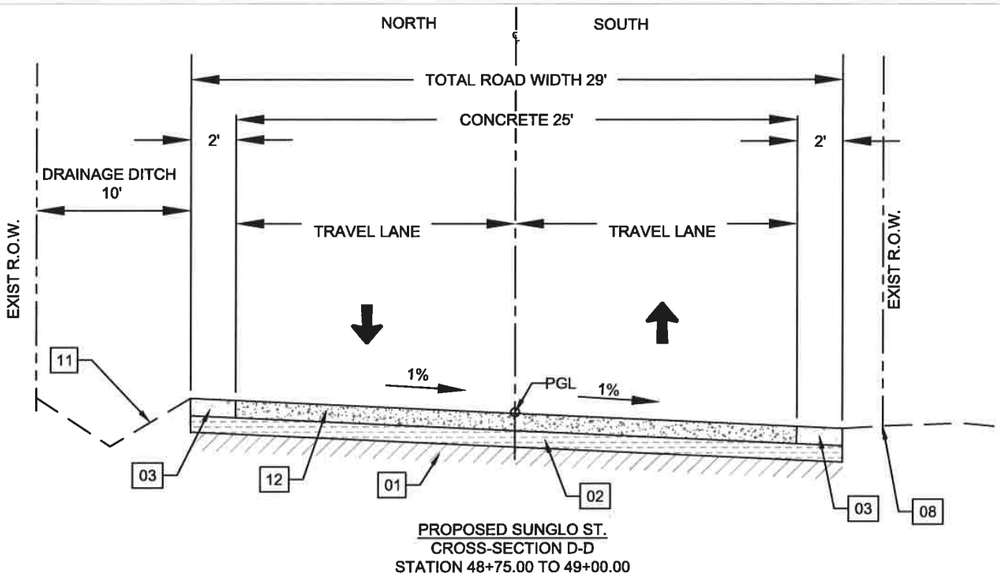
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SUNGLO STREET PAVING
BOND PROJECT
TYPICAL SECTION
2 OF 4

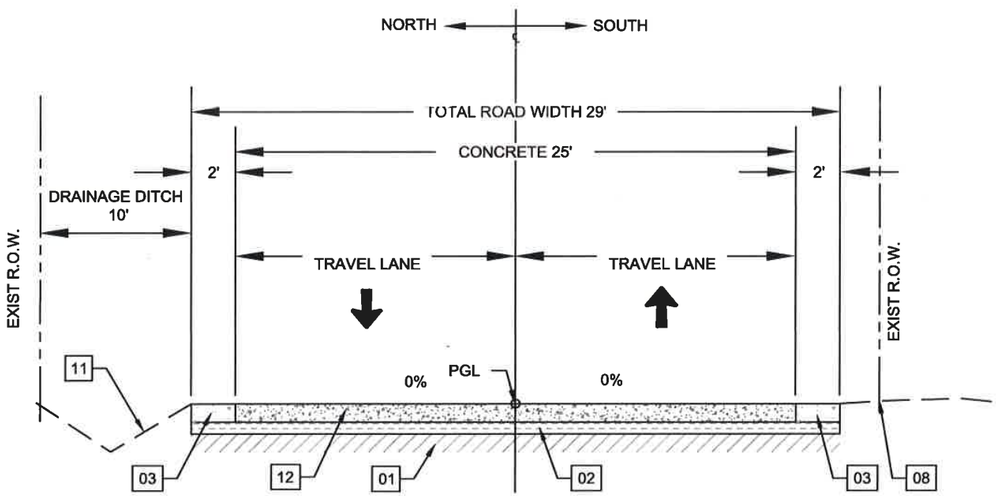
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8
OF 60

File: P:\Engineering Services\Engineering Projects\2019\BP-19-04 Sunglo Proj\03 DWG\SS3.1 DWG\Plans\C-203 Typical Sections.dwg Mar 19, 2021 - 12:36pm gkingston



PROPOSED SUNGLO ST.
CROSS-SECTION D-D
STATION 48+75.00 TO 49+00.00



PROPOSED SUNGLO ST.
CROSS-SECTION E-E
STATION 48+50.00 TO 48+75.00
STATION 49+00.00 TO 49+30.21

KEYED NOTES:

01 8" SUBGRADE BASE

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06 TACK COAT

07 2" TYPE D HOTMIX

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1.0% UPSLOPE FOR 5.0'
STABILIZE SURFACE

11 25.0% DOWNSLOPE FOR 5.0'
25.0% UPSLOPE FOR 5.0'
STABILIZE SURFACE

12 8" CONCRETE PAVEMENT

1

CONCRETE PAVEMENT NOTES:

A. ALL CONCRETE PAVEMENT PLACED IS TO BE CLASS 'C', 3600 PSI, UNLESS OTHERWISE NOTED IN THIS CONSTRUCTION DRAWING SET.

B. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT PER SHEET 2, CONSTRUCTION NOTE iv).

C. USE REBAR REINFORCEMENT FOR ALL CONCRETE PAVEMENT PLACED UNLESS OTHERWISE NOTED CONSISTING OF #4 REBAR SET AT 16" OCEW AND SET AT ½ DEPTH OF CONCRETE PAVEMENT SECTION.

D. ALL CONCRETE PAVEMENT TO BE JOINTED PER SHEET 3, PAVING NOTE 13.

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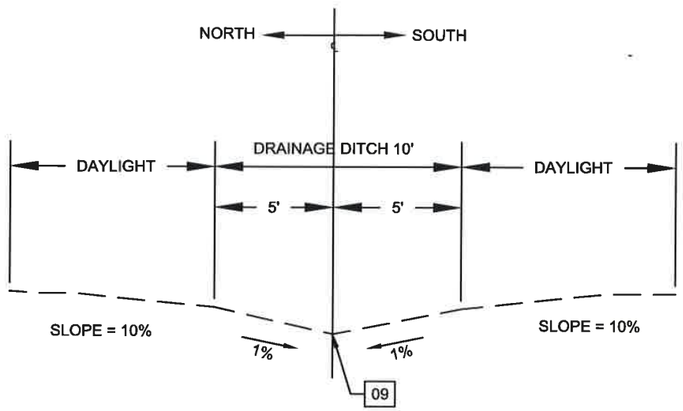
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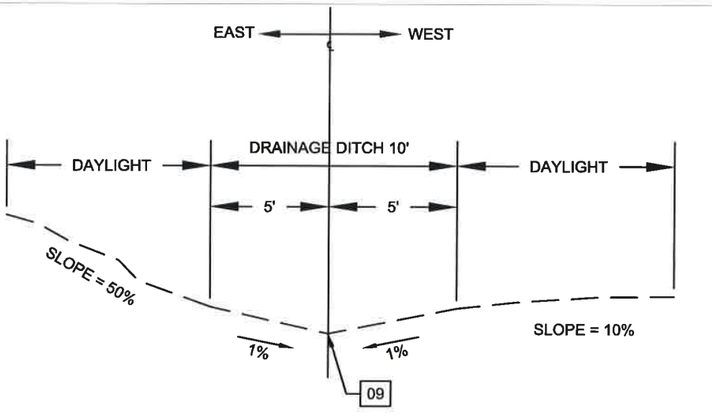
SUNGLO STREET PAVING
BOND PROJECT
TYPICAL SECTION
3 OF 4

Scale: NTS
File: 2019\BP19-04 SUNGLO STREET

File: P:\Engineering Services\Engineering Projects\2021\BP-19-04 Sunglo Proj\03 DWG\BS.1 DWG\Plansh\C-203 Typical Sections.dwg Apr 06, 2021 - 4:00pm pbrigadon



PROPOSED DITCH B
CROSS-SECTION F-F
STATION 0+00.00 TO 0+28.55



PROPOSED DITCH B
CROSS-SECTION G-G
STATION 0+28.55 TO 2+61.30

KEYED NOTES:

01 8" SUBGRADE BASE

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03 8" RIBBON CURB

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1.0% UPSLOPE FOR 5.0'
STABILIZE SURFACE

11 25.0% DOWNSLOPE FOR 5.0'
25.0% UPSLOPE FOR 5.0'
STABILIZE SURFACE

12 8" CONCRETE PAVEMENT

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CHECKED: JCF
APPROVED: JCF
VERT.: N/A
HORIZ.: N/A
PROJECT NO.: BP19-04
Date: MAR 2021

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SUNGLO STREET PAVING
BOND PROJECT
TYPICAL SECTION
4 OF 4

Scale: NTS
File : 2019\BP19-04 SUNGLO STREET

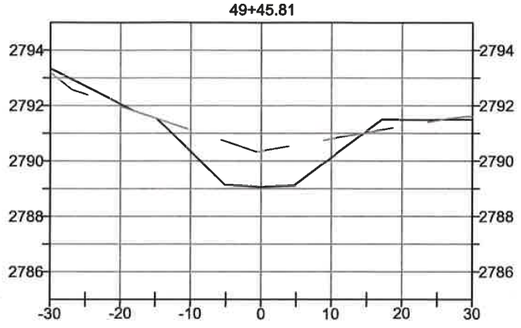
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File: P:\Engineering Services\Engineering Projects\2019\BP-19-04 Sunglo Pvng\03 DWG\SS3.1 DWG\Plans\C-203 Typical Sections.dwg Mar 19, 2021 - 12:36pm jdingston

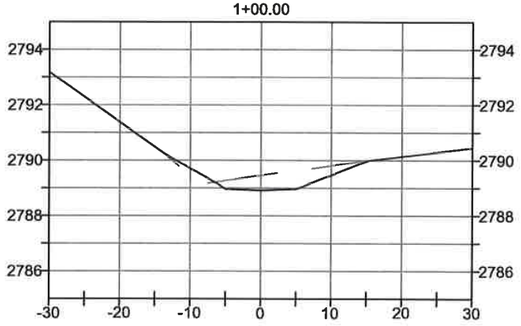
DITCH A SECTION

49+45.81



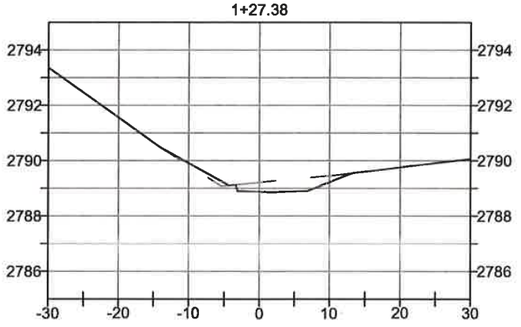
DITCH B SECTION

1+00.00



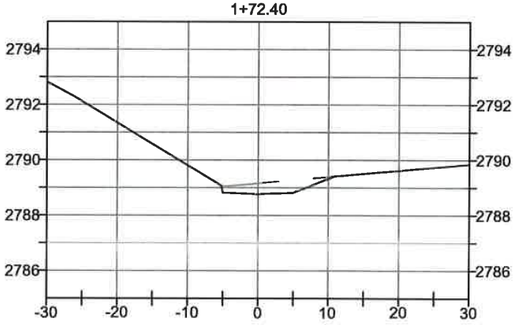
DITCH B SECTION

1+27.38



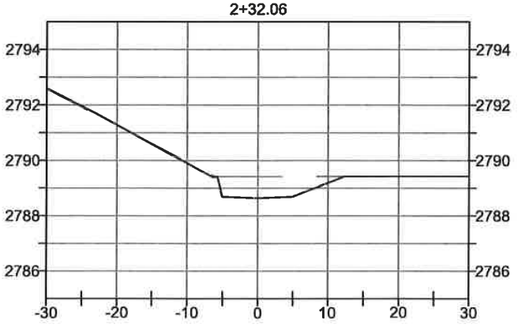
DITCH B SECTION

1+72.40



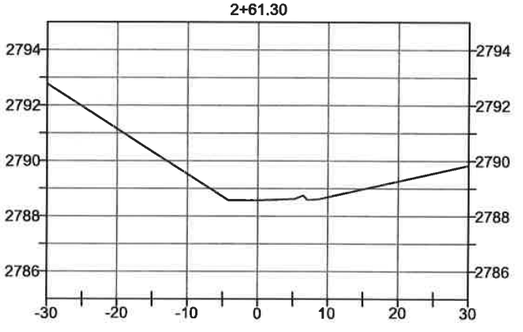
DITCH B SECTION

2+32.06



DITCH B SECTION

2+61.30



STATE OF TEXAS
MAR 23 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER

Josh Ferguson

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DRAWN:	PAK
CHECKED:	JCF
APPROVED:	JCF
VERT.:	N/A
HORIZ.:	N/A
PROJECT NO.:	BP19-04
Date:	MAR 2021

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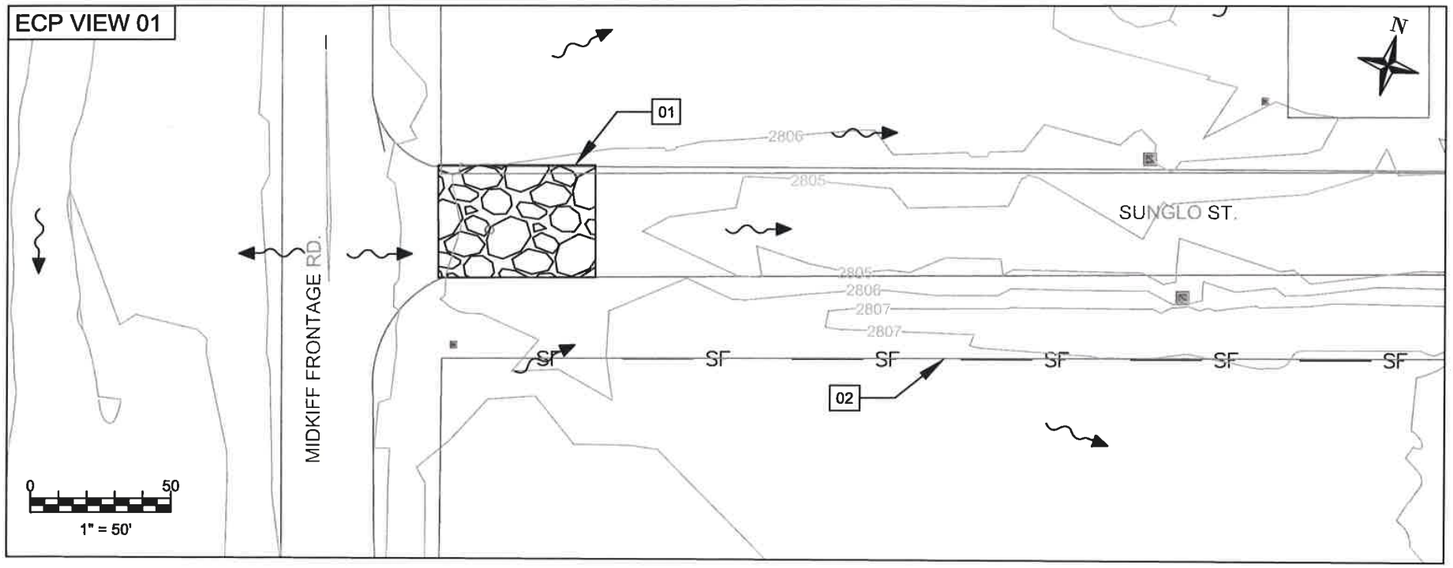
MIDLAND Engineering Services

SUNGLO STREET PAVING
BOND PROJECT
COTTON FLAT DITCH
SECTION VIEWS

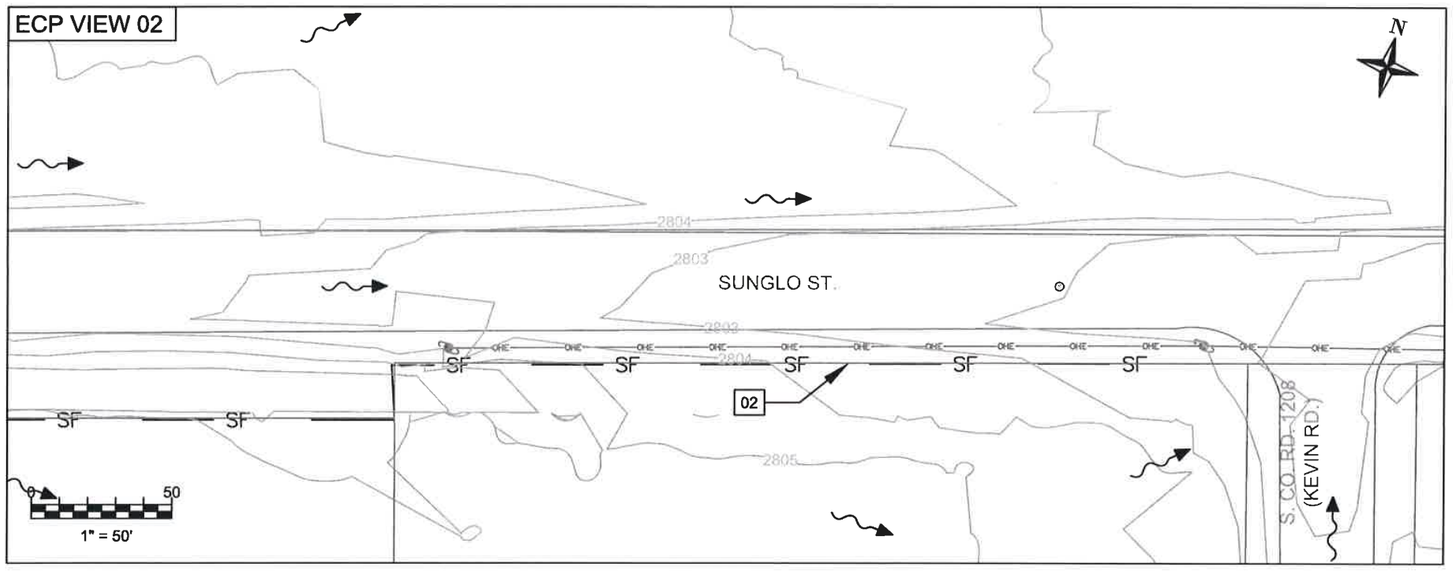
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File: P:\Engineering Services\Engineering Projects\2019\BP-19-04 Sunglo Paving\03 DWG\03.1 DWG\Plans\C-203 Typical Sections.dwg Mar 19, 2021 - 12:36pm pkingston

ECP VIEW 01



ECP VIEW 02



EROSION CONTROL NOTES:

A. ANY ON-SITE STORAGE OF SPOILS, MATERIALS, OR EQUIPMENT ARE TO BE LOCATED WITHIN SUNGLO STREET AND CITY OF MIDLAND NORTH RIGHT-OF-WAY DESIGNATED AS PART OF WORK ZONE AREA.

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EROSION CONTROL KEYED NOTES:

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02 SILT FENCE TO BE LOCATED AT SOUTH EDGE OF SUNGLO STREET RIGHT-OF-WAY.

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06 PLACE ROCK FILTER DAM ALONG SOUTH SIDE OF SUNGLO STREET AT COTTON FLAT FRONTAGE ROAD

07 PLACE ROCK FILTER DAM AT TXDOT RIGHT-OF-WAY INLET.

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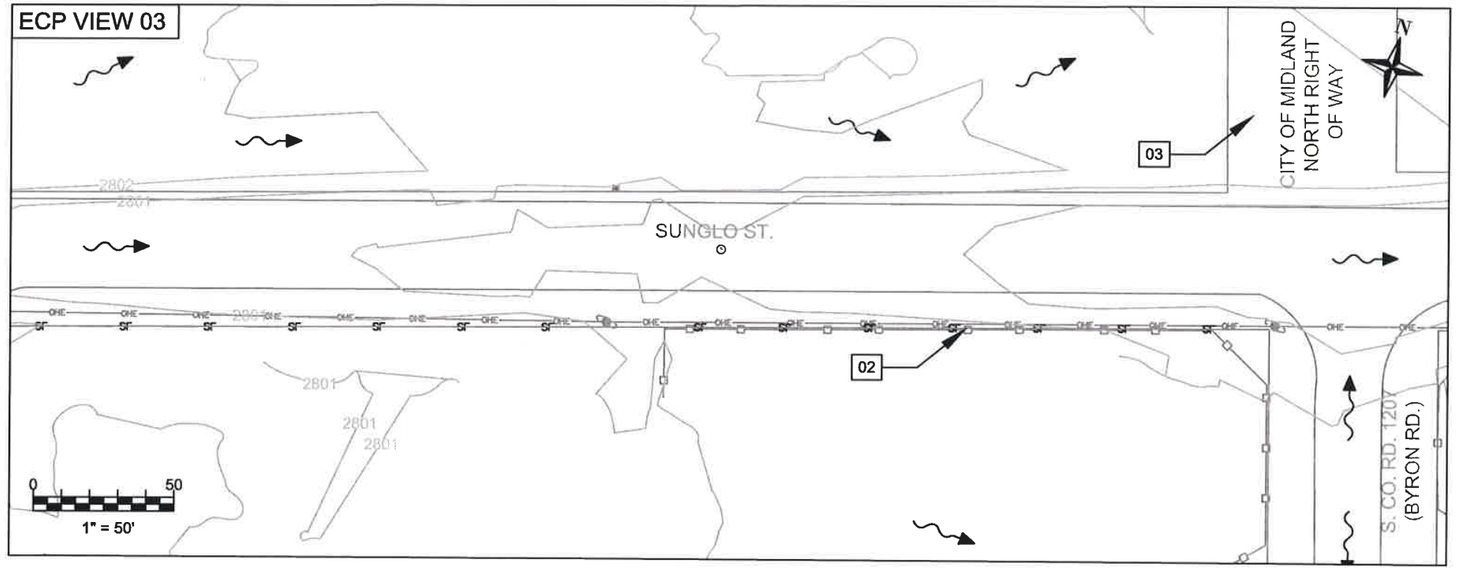
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SUNGLO STREET PAVING
BOND PROJECT
EROSION CONTROL PLAN
1 OF 5

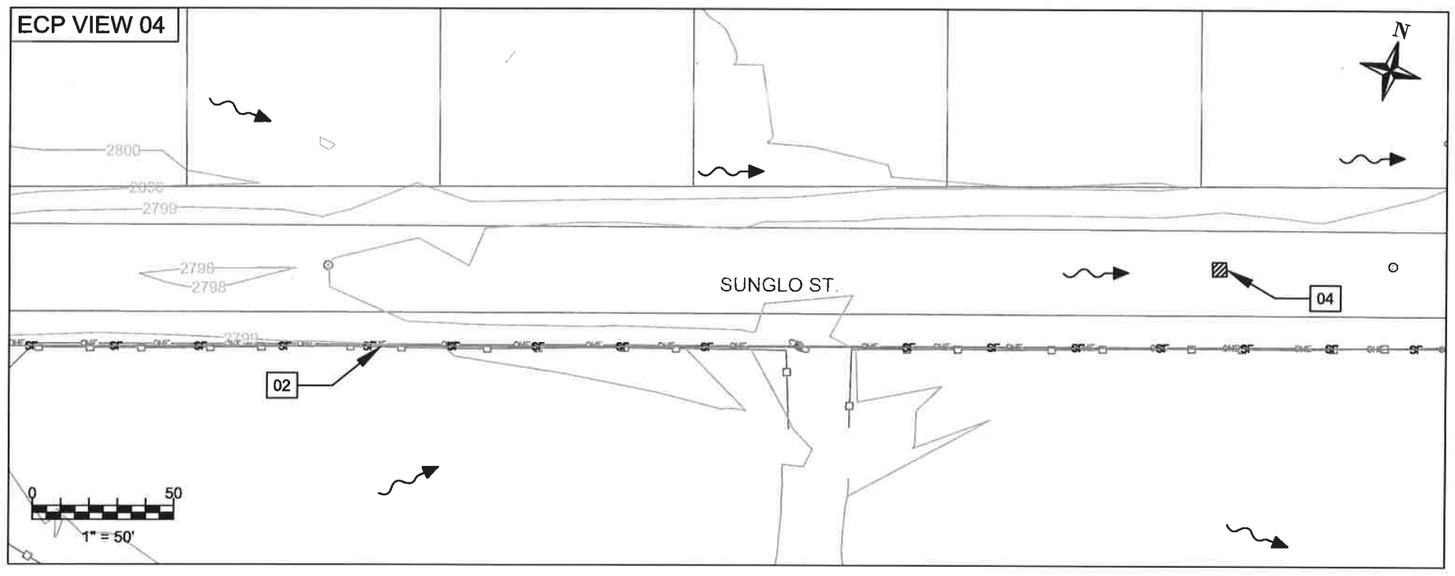
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ECP VIEW 03



ECP VIEW 04



EROSION CONTROL NOTES:

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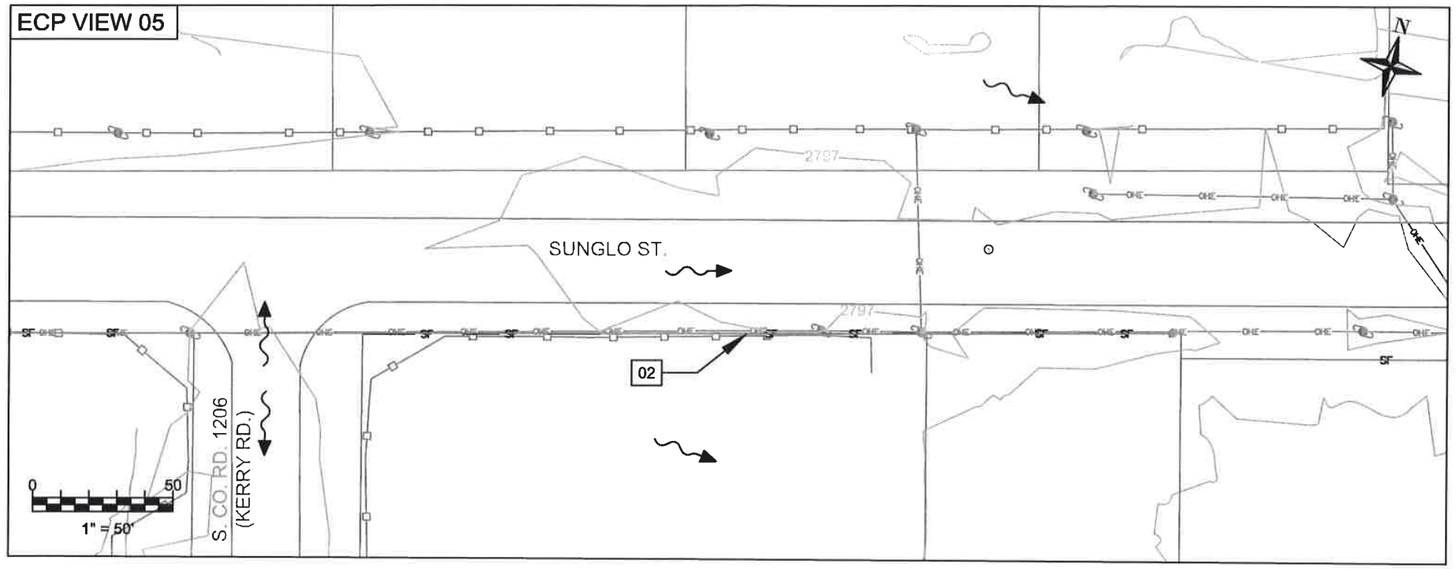
SUNGLO STREET PAVING
BOND PROJECT
EROSION CONTROL PLAN
2 OF 5

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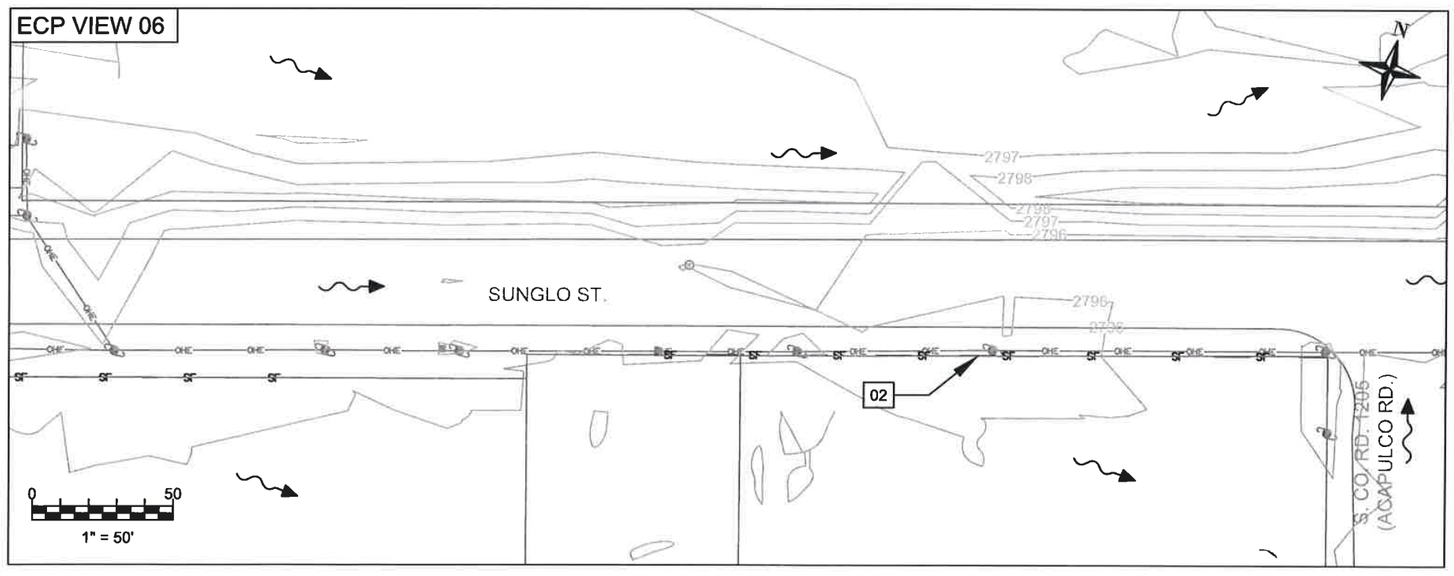
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ECP VIEW 05



ECP VIEW 06



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STATE OF TEXAS
MAR 22 2021
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PROFESSIONAL ENGINEER

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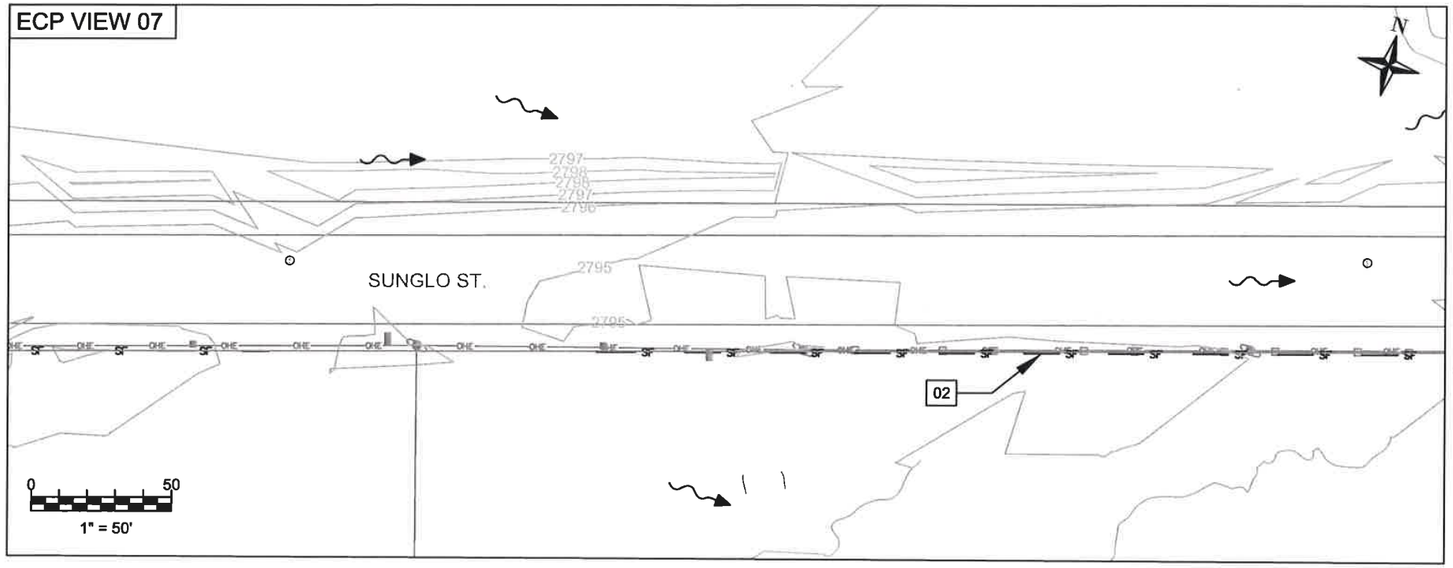
SUNGLO STREET PAVING
BOND PROJECT
EROSION CONTROL PLAN
3 OF 5

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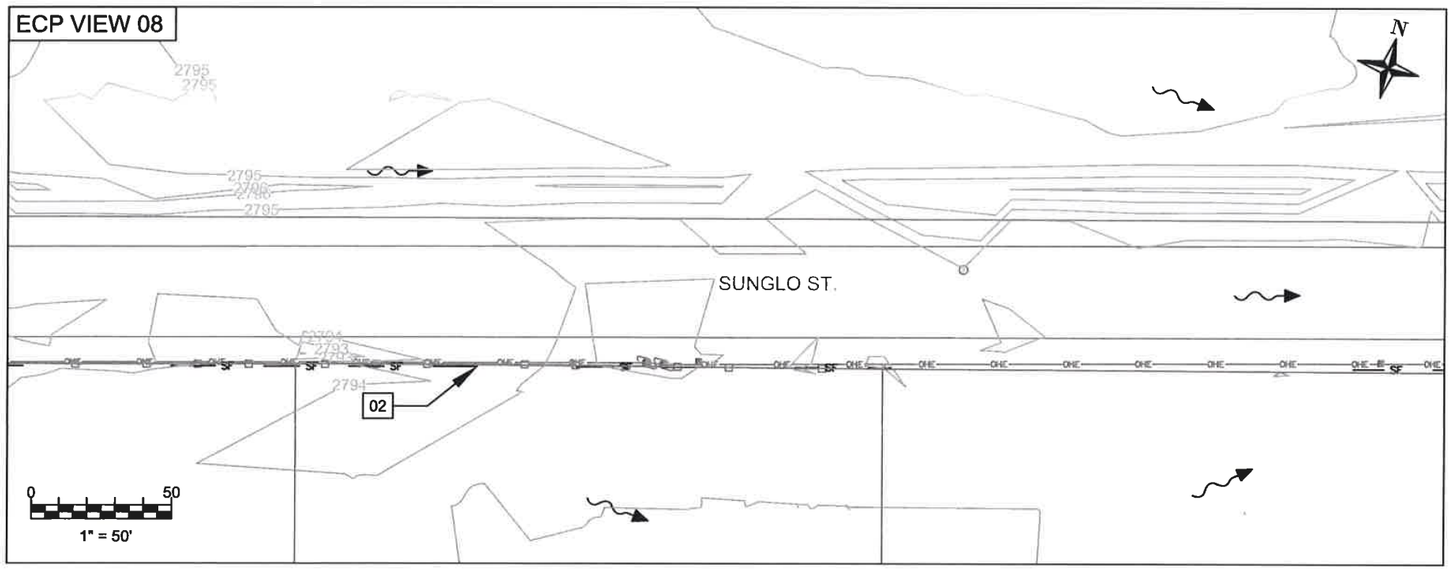
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ECP VIEW 07



ECP VIEW 08



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STATE OF TEXAS
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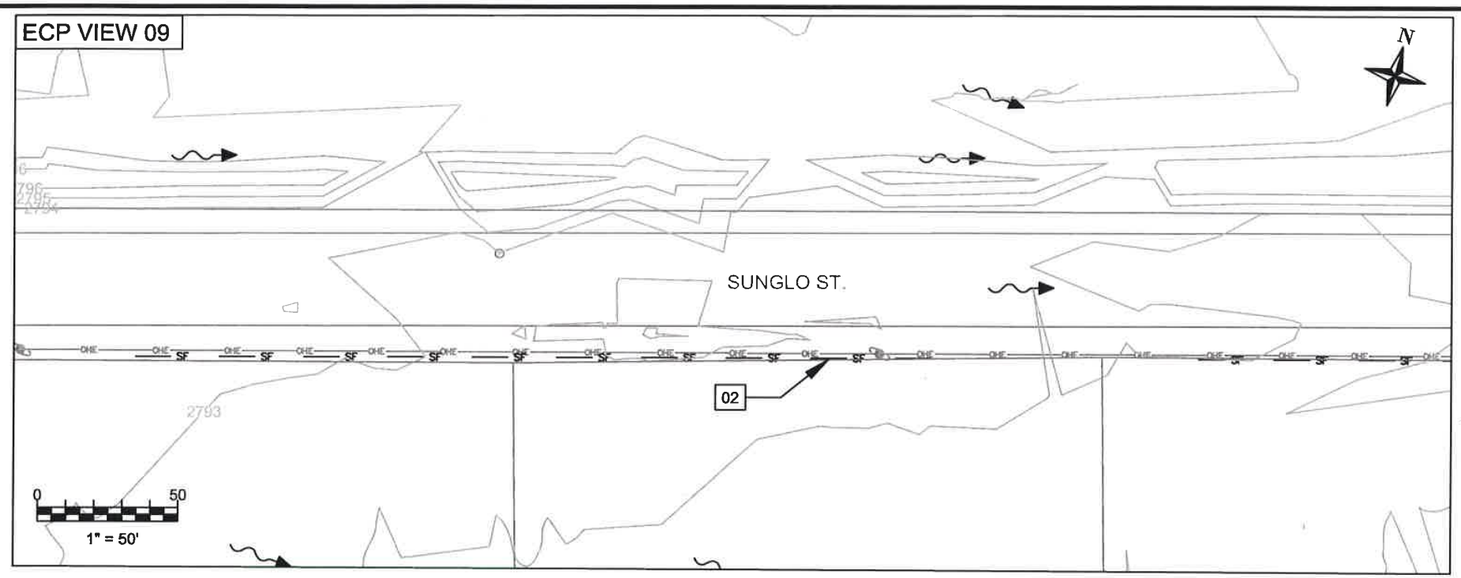
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SUNGLO STREET PAVING
BOND PROJECT
EROSION CONTROL PLAN
4 OF 5

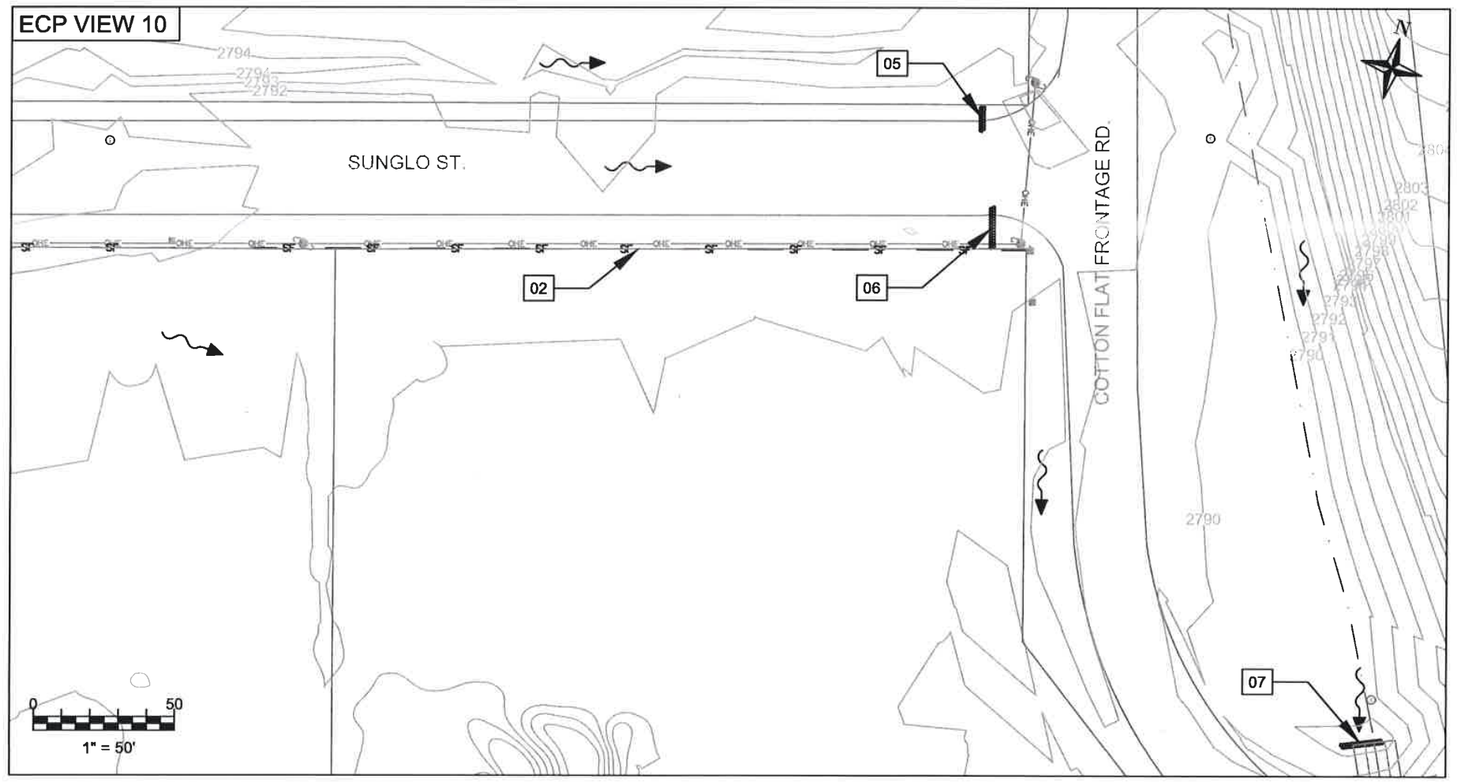
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ECP VIEW 09



ECP VIEW 10



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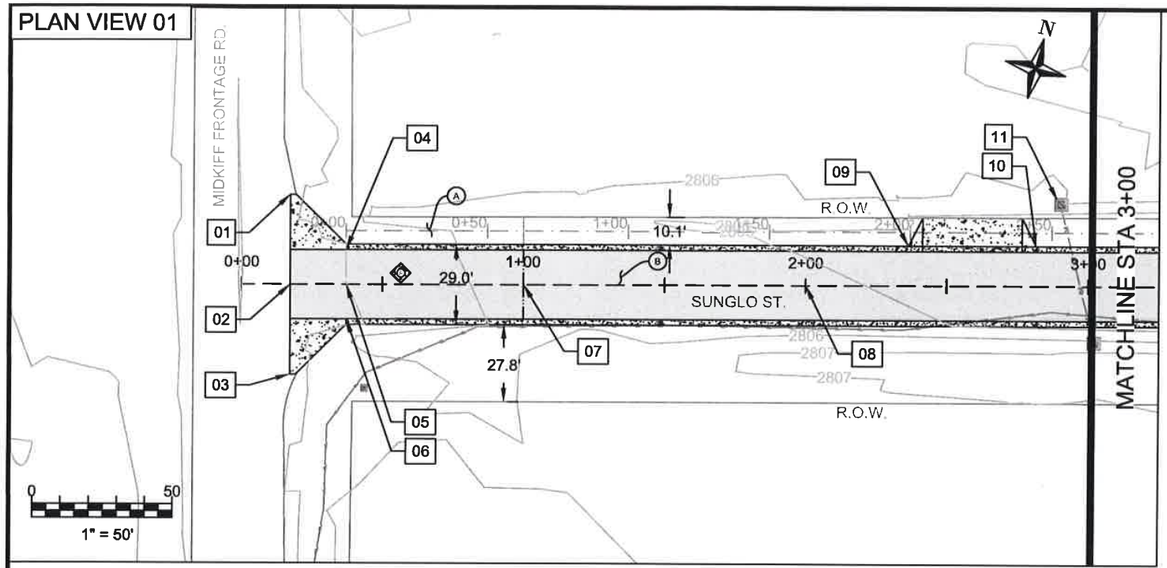
SUNGLO STREET PAVING
BOND PROJECT
EROSION CONTROL PLAN
5 OF 5

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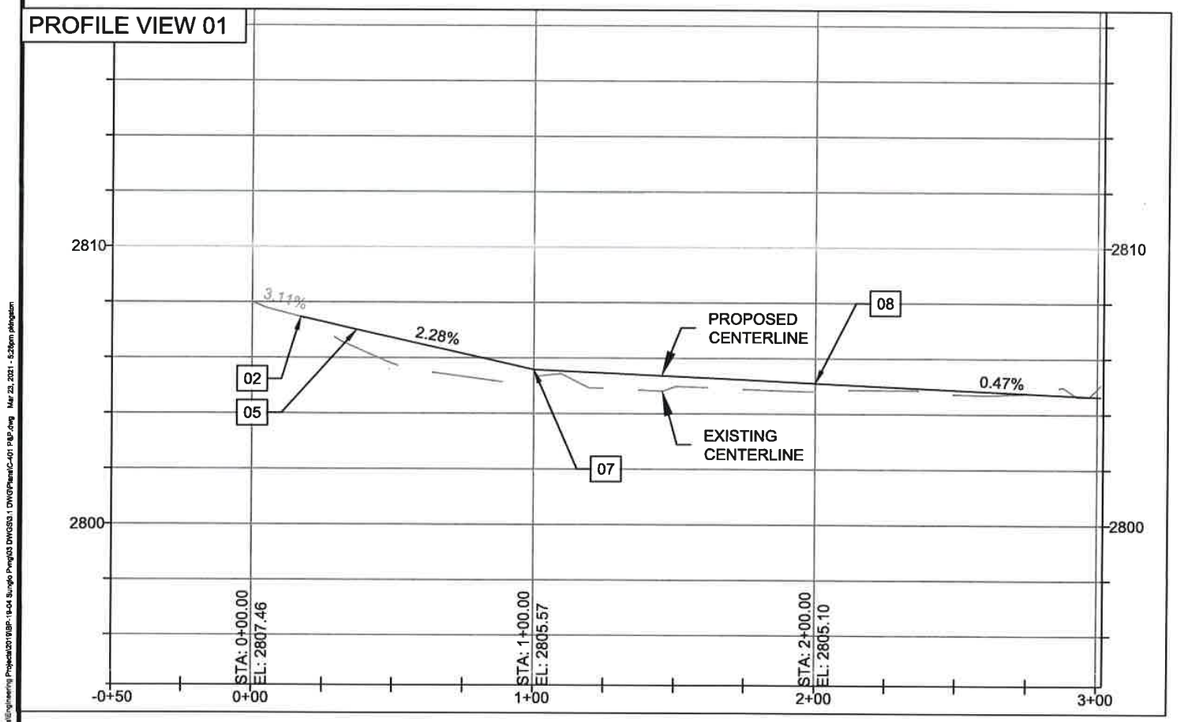
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PLAN VIEW 01



PROFILE VIEW 01



PAVEMENT KEYED NOTES

01 STA: 0+17.18 (32.5', N)
CONCRETE FILLET CORNER
MATCH EXISTING PAVEMENT EDGE
EXISTING: 2807.38

02 STA: 0+17.18 (CL)
N: 10682308.322
E: 1746778.379
BEGIN STREET SECTION A-A
SEE SHEET 7.
MATCH EXISTING PAVEMENT EDGE
SEE SHEET 29, MIDKIFF FRONTAGE ROAD APPROACH
EXISTING: 2807.46

03 STA: 0+17.18 (32.5', S)
CONCRETE FILLET CORNER
MATCH EXISTING PAVEMENT EDGE
EXISTING: 2807.47

04 STA: 0+37.18 (12.5', N)
START NORTH RIBBON CURB
EXISTING: 2806.35
TOC: 2807.01

05 STA: 0+37.18 (CL)
END STREET SECTION A-A
SEE SHEET 7.
BEGIN SUPER ELEVATION TRANSITION
EXISTING: 2806.34
FG: 2807.01

06 STA: 0+37.18 (12.5', S)
START SOUTH RIBBON CURB
EXISTING: 2806.23
TOC: 2807.01

07 STA: 1+00.00
GRADE BREAK
END SUPER ELVATION TRANSITION
BEGIN STREET SECTION B-B
SEE SHEET 8.
NORTH RIBBON CURB (12.5', N)
EXISTING: 2805.17
TOC: 2805.44

CENTERLINE
EXISTING: 2805.32
FG: 2805.57

SOUTH RIBBON CURB (12.5', S)
EXISTING: 2805.66
TOC: 2805.70

08 STA: 2+00.00
NORTH RIBBON CURB (12.5', N)
EXISTING: 2804.89
TOC: 2804.97

CENTERLINE
EXISTING: 2804.81
FG: 2805.10

SOUTH RIBBON CURB (12.5', S)
EXISTING: 2805.24
TOC: 2805.23

09 STA: 2+35.06 (14.5', S)
START CONCRETE DRIVEWAY
SEE SHEET 29, DRIVEWAY 01

10 STA: 2+80.06 (14.5', S)
END CONCRETE DRIVEWAY
SEE SHEET 29, DRIVEWAY 01

11 STA: 2+90.41 (28.3', N)
CAUTION: EXISTING FIBER OPTIC VAULT.

CONSTRUCTION NOTES

A. SEE DITCH PLAN AND PROFILE ON SHEETS 39 THROUGH 48 .

B. ALL ASPHALT PAVEMENT TO BE 25' WIDE, 5" HMAC PAVEMENT, 2" TYPE D OVER 3" TYPE C, APPROXIMATELY 13,420-SY TOTAL ALONG SUNGLO STREET.

C. SEE SHEETS 30 AND 33 SIDE STREET PAVEMENT SECTIONS AND DIMENSIONS.

D. ALL CONCRETE PAVEMENT AND CURBS TO BE 8" THICK.

E. ALL FILLETS ARE TO COMPLY WITH DETAILS D01 - D04, SHEETS 48 AND 49, UNLESS OTHERWISE NOTED.

F. ALL VALLEY GUTTERS ARE 10' WIDE UNLESS OTHERWISE NOTED.

G. ADJUST ALL EXISTING PUBLIC UTILITY COVERS TO FINISHED GRADE. INCLUDE CONCRETE COLLARS FOR ALL COVERS. ALL CONCRETE COLLARS ARE TO BE 45° TO PROPOSED ALIGNMENT, AKA DIAMOND RATHER THAT SQUARED.

H. COORDINATE REMOVAL AND INSTALLATION OF TRAFFIC SIGNS WITH CITY OF MIDLAND TRAFFIC.

STATE OF TEXAS
MAR 23 2021
JOSHUA C. FERGUSON
117692
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SUNGLO STREET PAVING
BOND PROJECT
ROAD PLAN & PROFILE
1 OF 13

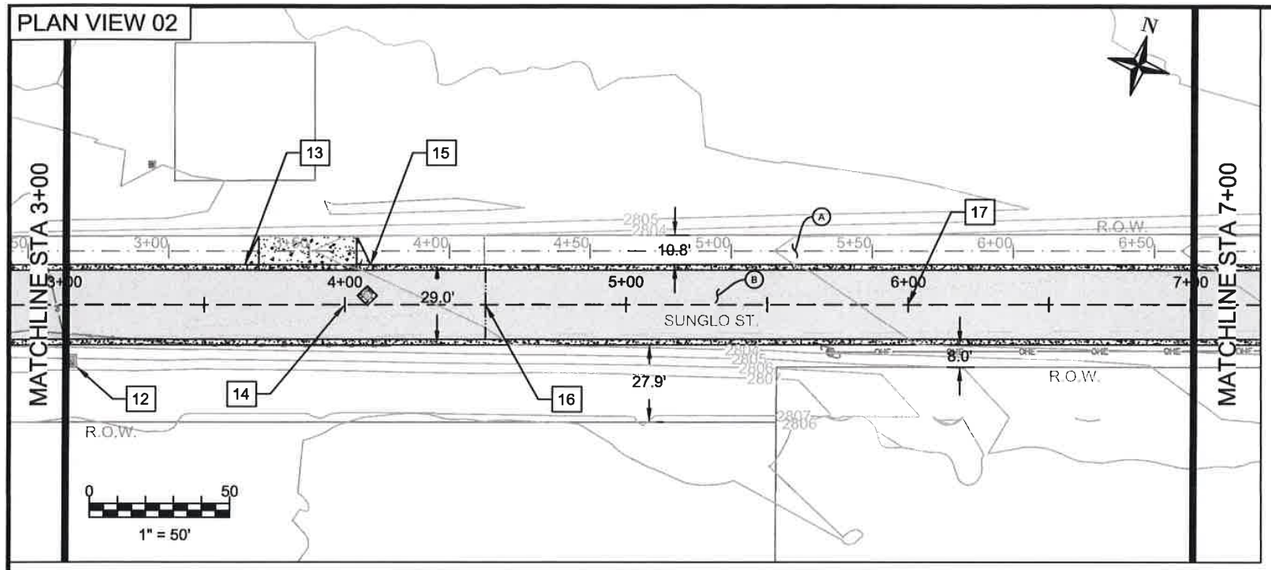
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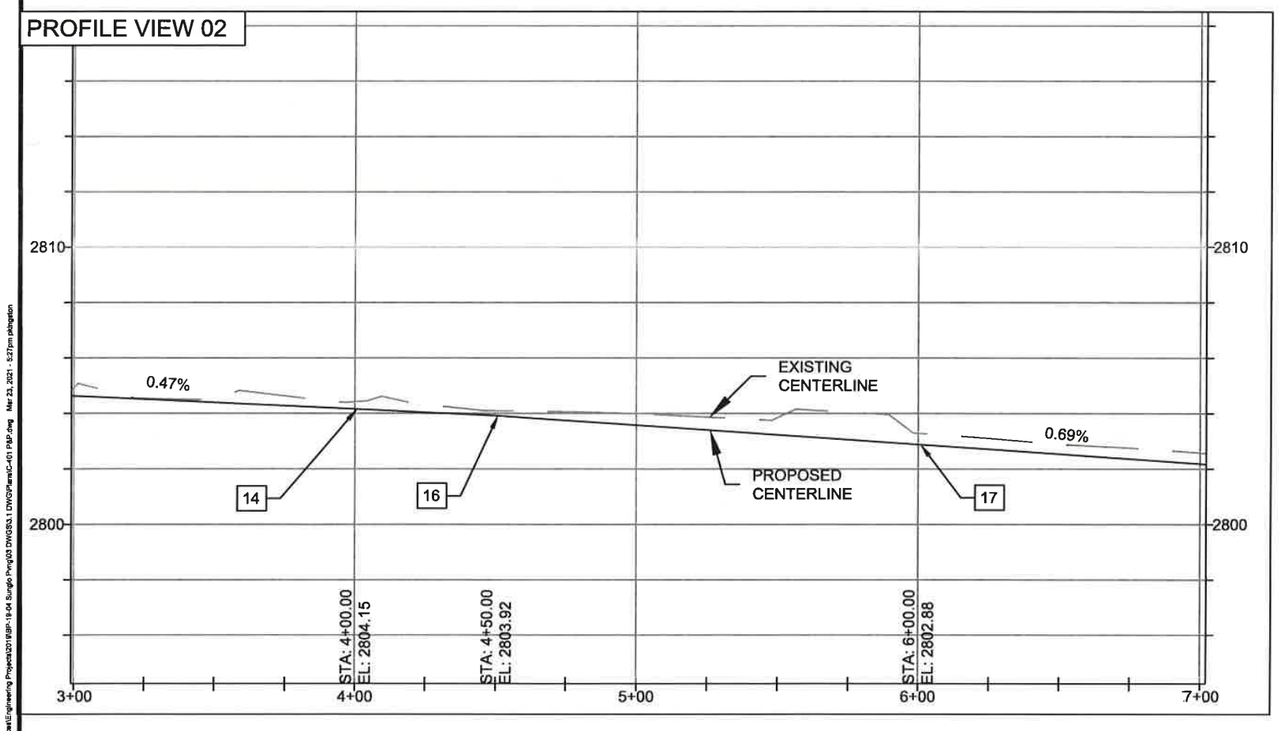
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PACKET
7.296
April 27, 2021

PLAN VIEW 02



PROFILE VIEW 02



PAVEMENT KEYED NOTES

12 STA: 3+02.12 (20.5', S)
CAUTION: EXISTING FIBER OPTIC VAULT.

13 STA: 3+62.74 (14.5', S)
START CONCRETE DRIVEWAY
SEE SHEET 29, DRIVEWAY 02.

14 STA: 4+00.00
NORTH RIBBON CURB (12.5', N)
EXISTING: 2804.59
TOC: 2804.02

CENTERLINE
EXISTING:2804.41
FG: 2804.15

SOUTH RIBBON CURB (12.5', S)
EXISTING: 2805.24
TOC: 2804.28

15 STA: 4+07.74 (14.5', S)
END CONCRETE DRIVEWAY
SEE SHEET 29, DRIVEWAY 02.

16 STA: 4+50.00
GRADE BREAK
NORTH RIBBON CURB (12.5', N)
EXISTING: 2804.21
TOC: 2803.79

CENTERLINE
EXISTING: 2804.09
FG: 2803.92

SOUTH RIBBON CURB (12.5', S)
EXISTING: 2805.07
TOC: 2804.05

17 STA: 6+00.00
NORTH RIBBON CURB (12.5', N)
EXISTING: 2803.46
TOC: 2802.75

CENTERLINE
EXISTING: 2803.28
FG: 2802.88

SOUTH RIBBON CURB (12.5', S)
EXISTING: 2803.83
TOC: 2803.01

CONSTRUCTION NOTES

A. SEE DITCH PLAN AND PROFILE ON SHEETS 39 THROUGH 48 .

B. ALL ASPHALT PAVEMENT TO BE 25' WIDE, 5" HMAC PAVEMENT, 2" TYPE D OVER 3" TYPE C, APPROXIMATELY 13,420-SY TOTAL ALONG SUNGLO STREET.

C. SEE SHEETS 30 AND 33 SIDE STREET PAVEMENT SECTIONS AND DIMENSIONS.

D. ALL CONCRETE PAVEMENT AND CURBS TO BE 8" THICK.

E. ALL FILLETS ARE TO COMPLY WITH DETAILS D01 - D04, SHEETS 48 AND 49, UNLESS OTHERWISE NOTED.

F. ALL VALLEY GUTTERS ARE 10' WIDE UNLESS OTHERWISE NOTED.

G. ADJUST ALL EXISTING PUBLIC UTILITY COVERS TO FINISHED GRADE. INCLUDE CONCRETE COLLARS FOR ALL COVERS. ALL CONCRETE COLLARS ARE TO BE 45° TO PROPOSED ALIGNMENT, AKA DIAMOND RATHER THAT SQUARED.

H. COORDINATE REMOVAL AND INSTALLATION OF TRAFFIC SIGNS WITH CITY OF MIDLAND TRAFFIC.

STATE OF TEXAS
MAR 23 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER
Josh Ferguson

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HORIZ.: 1 : 50
PROJECT NO.: BP19-04
Date: MAR 2021

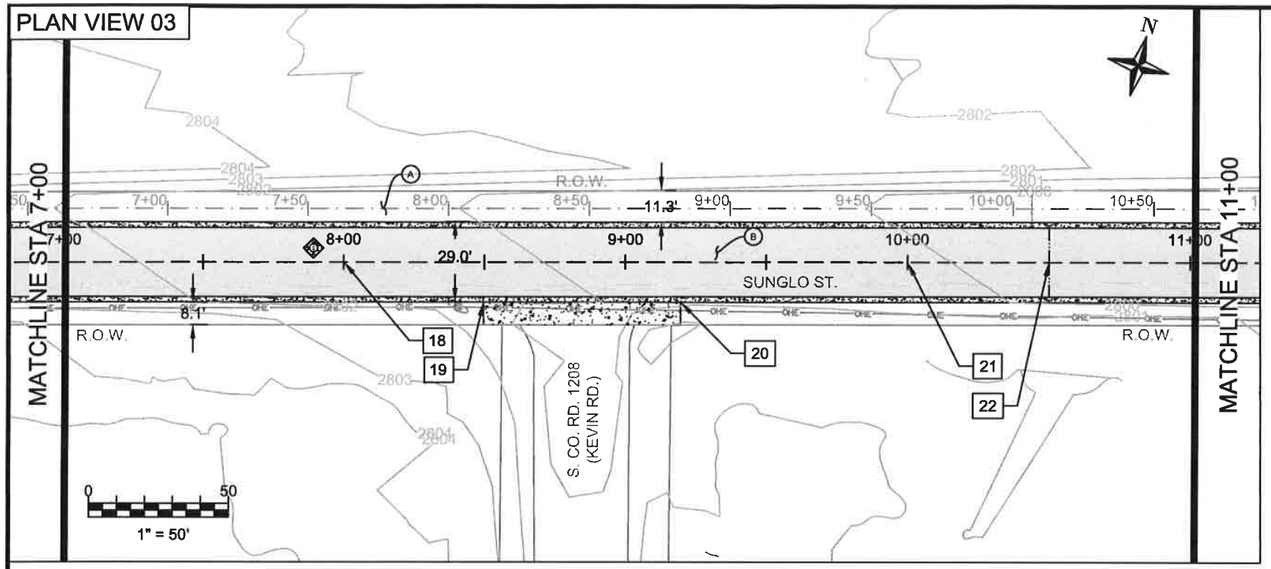
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SUNGLO STREET PAVING
BOND PROJECT
ROAD PLAN & PROFILE
2 OF 13

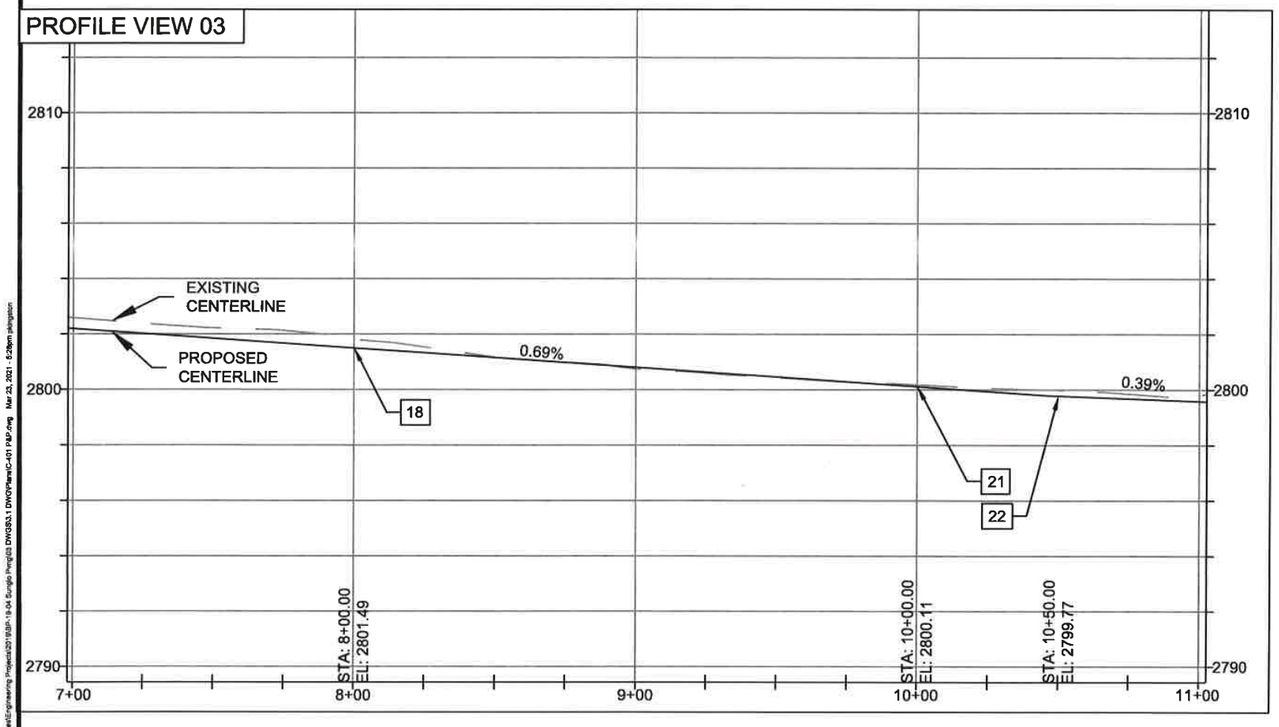
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PLAN VIEW 03



PROFILE VIEW 03



PAVEMENT KEYED NOTES

18 STA: 8+00.00
NORTH RIBBON CURB (12.5', N)
EXISTING: 2801.97
TOC: 2801.36

CENTERLINE
EXISTING: 2801.79
FG: 2801.49

SOUTH RIBBON CURB (12.5', S)
EXISTING: 2802.03
TOC: 2802.62

19 STA: 8+46.14 (14.5', S)
BEGIN STREET APPROACH
SEE SHEET 30, SOUTH COUNTY
ROAD 1208 APPROACH.

20 STA: 9+20.13 (14.5', S)
END STREET APPROACH
SEE SHEET 30, SOUTH COUNTY
ROAD 1208 APPROACH.

21 STA: 10+00.00
NORTH RIBBON CURB (12.5', N)
EXISTING: 2800.34
TOC: 2799.98

CENTERLINE
EXISTING: 2800.18
FG: 2800.11

SOUTH RIBBON CURB (12.5', S)
EXISTING: 2800.47
TOC: 2800.24

22 STA: 10+50.00
GRADE BREAK
NORTH RIBBON CURB (12.5', N)
EXISTING: 2800.22
TOC: 2799.64

CENTERLINE
EXISTING: 2799.98
FG: 2799.77

SOUTH RIBBON CURB (12.5', S)
EXISTING: 2800.27
TOC: 2799.90

CONSTRUCTION NOTES

A. SEE DITCH PLAN AND PROFILE ON SHEETS 39 THROUGH 48 ..

B. ALL ASPHALT PAVEMENT TO BE 25' WIDE, 5" HMAC PAVEMENT, 2" TYPE D OVER 3" TYPE C, APPROXIMATELY 13,420-SY TOTAL ALONG SUNGLO STREET.

C. SEE SHEETS 30 AND 33 SIDE STREET PAVEMENT SECTIONS AND DIMENSIONS.

D. ALL CONCRETE PAVEMENT AND CURBS TO BE 8" THICK.

E. ALL FILLETS ARE TO COMPLY WITH DETAILS D01 - D04, SHEETS 48 AND 49, UNLESS OTHERWISE NOTED.

F. ALL VALLEY GUTTERS ARE 10' WIDE UNLESS OTHERWISE NOTED.

G. ADJUST ALL EXISTING PUBLIC UTILITY COVERS TO FINISHED GRADE. INCLUDE CONCRETE COLLARS FOR ALL COVERS. ALL CONCRETE COLLARS ARE TO BE 45° TO PROPOSED ALIGNMENT, AKA DIAMOND RATHER THAT SQUARED.

H. COORDINATE REMOVAL AND INSTALLATION OF TRAFFIC SIGNS WITH CITY OF MIDLAND TRAFFIC.

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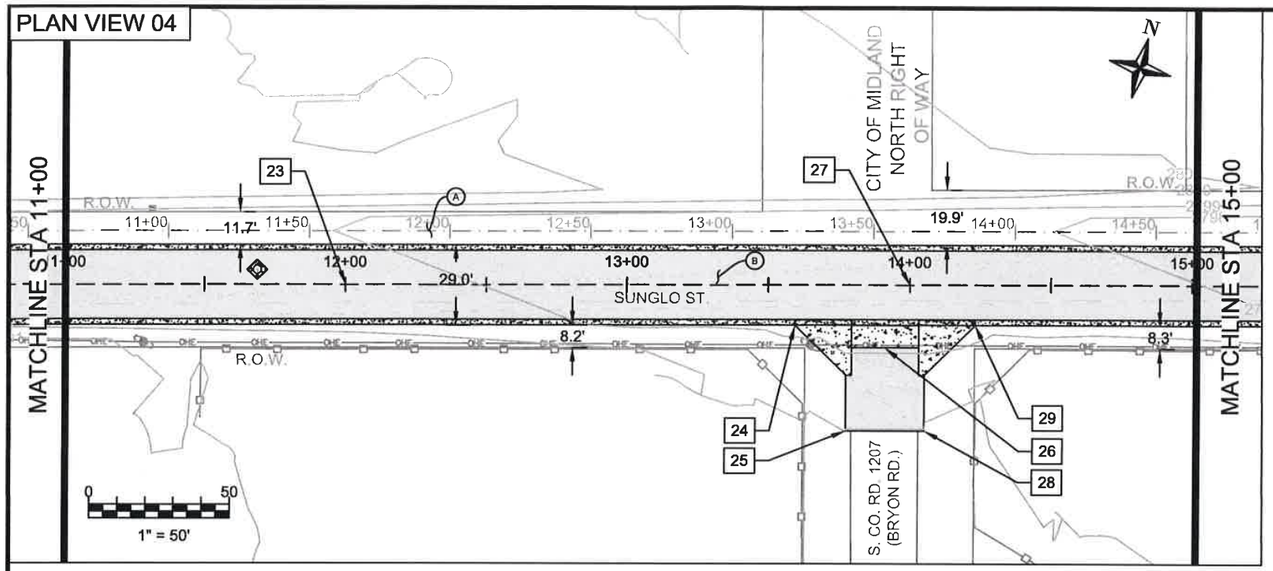
SUNGLO STREET PAVING
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3 OF 13

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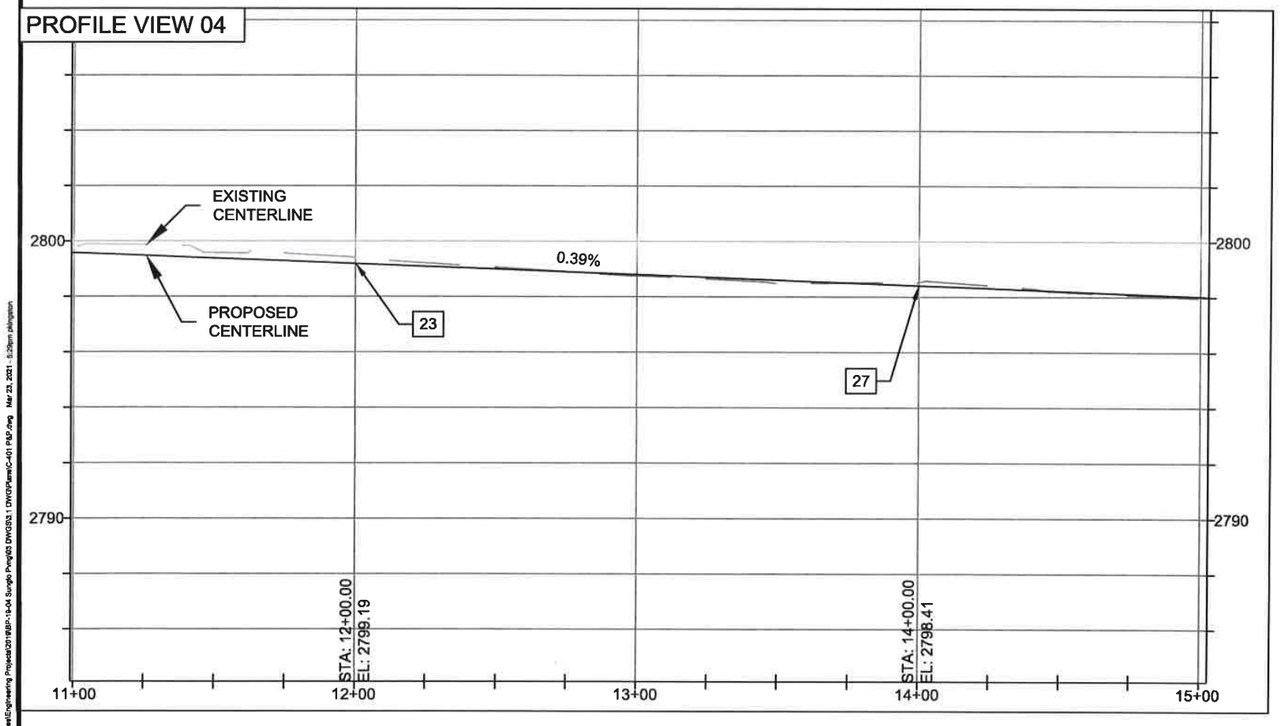
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PLAN VIEW 04



PROFILE VIEW 04



PAVEMENT KEYED NOTES

23 STA: 12+00.00
NORTH RIBBON CURB (12.5', N)
EXISTING: 2799.39
TOC: 2799.06

CENTERLINE
EXISTING: 2799.40
FG: 2799.19

SOUTH RIBBON CURB (12.5', S)
EXISTING: 2799.66
TOC: 2799.32

24 STA: 13+57.91 (14.5', S)
BEGIN STREET APPROACH
EXISTING: 2798.60
TOC: 2797.94

25 STA: 13+77.85 (52.5', S)
N: 10682600.110
E: 1748107.928
PAVEMENT CORNER
EXISTING: 2799.99
FG: 2799.99

26 STA: 13+89.70 (22.5', S)
89-SY 5" HMAC PAVEMENT,
(2" TYPE D OVER 3" TYPE C)
SEE SHEET 30, SOUTH COUNTY ROAD 1207 APPROACH

27 STA: 14+00.00
NORTH RIBBON CURB (12.5', N)
EXISTING: 2798.58
TOC: 2798.28

CENTERLINE
EXISTING: 2798.52
FG: 2798.41

SOUTH RIBBON CURB (12.5', S)
EXISTING: 2798.39
TOC: 2798.54

28 STA: 14+01.54 (52.5', S)
N: 10682607.137
E: 1748134.897
PAVEMENT CORNER
EXISTING: 2800.02
FG: 2800.02

29 STA: 14+21.75 (14.5', S)
END STREET APPROACH
EXISTING: 2798.79
TOC: 2797.79

CONSTRUCTION NOTES

A. SEE DITCH PLAN AND PROFILE ON SHEETS 39 THROUGH 48 ..

B. ALL ASPHALT PAVEMENT TO BE 25' WIDE, 5" HMAC PAVEMENT, 2" TYPE D OVER 3" TYPE C, APPROXIMATELY 13,420-SY TOTAL ALONG SUNGLO STREET.

C. SEE SHEETS 30 AND 33 SIDE STREET PAVEMENT SECTIONS AND DIMENSIONS.

D. ALL CONCRETE PAVEMENT AND CURBS TO BE 8" THICK.

E. ALL FILLETS ARE TO COMPLY WITH DETAILS D01 - D04, SHEETS 48 AND 49, UNLESS OTHERWISE NOTED.

F. ALL VALLEY GUTTERS ARE 10' WIDE UNLESS OTHERWISE NOTED.

G. ADJUST ALL EXISTING PUBLIC UTILITY COVERS TO FINISHED GRADE. INCLUDE CONCRETE COLLARS FOR ALL COVERS. ALL CONCRETE COLLARS ARE TO BE 45° TO PROPOSED ALIGNMENT, AKA DIAMOND RATHER THAT SQUARED.

H. COORDINATE REMOVAL AND INSTALLATION OF TRAFFIC SIGNS WITH CITY OF MIDLAND TRAFFIC.

STATE OF TEXAS
MAR 23 2021
JOSHUA C. FERGUSON
117692
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Josh Ferguson

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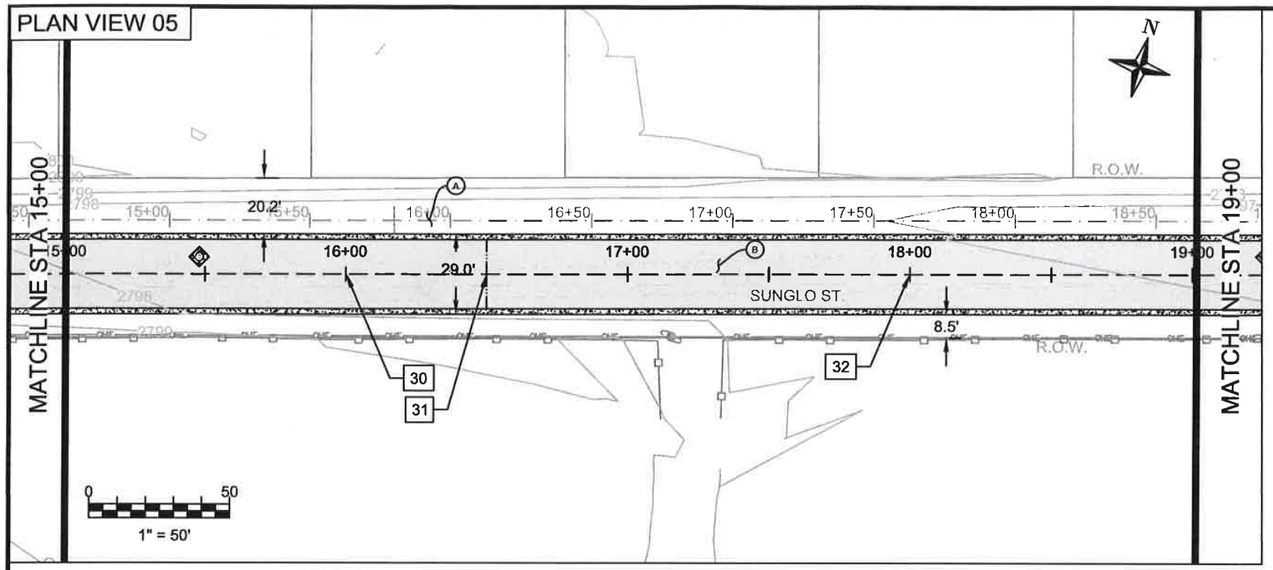
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File : 2019/BP19-04 SUNGLO STREET

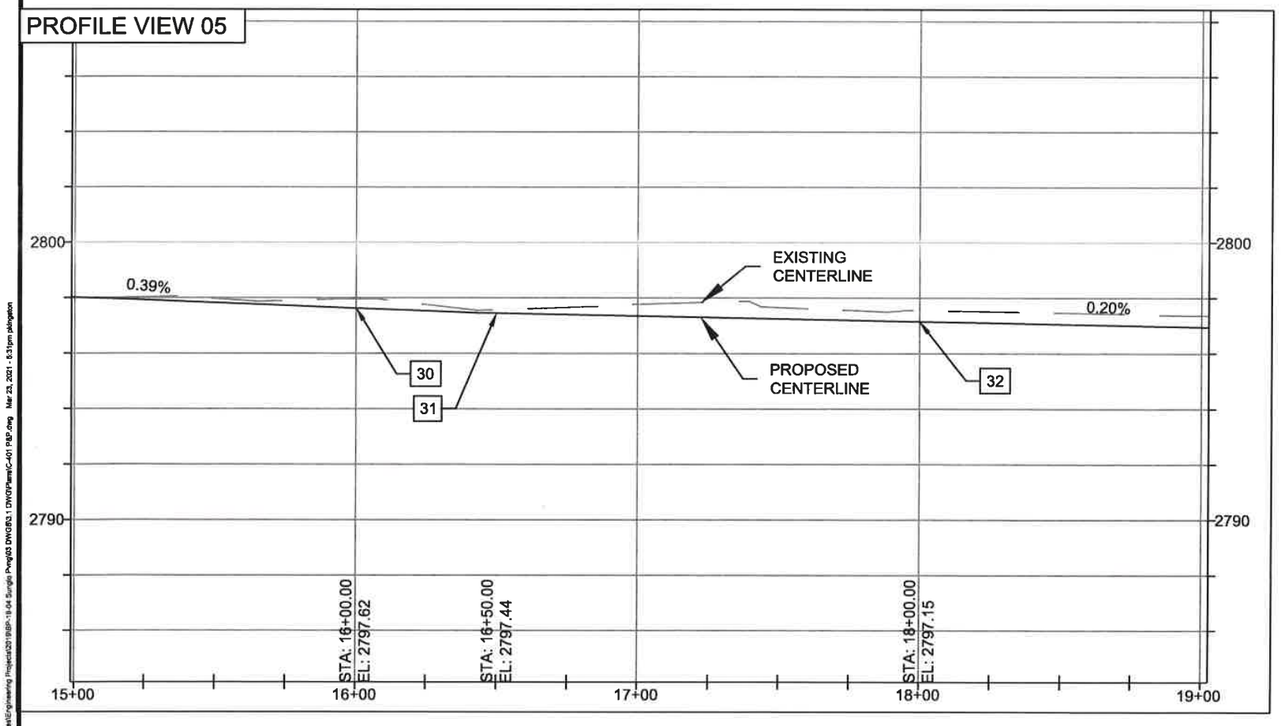
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PLAN VIEW 05



PROFILE VIEW 05



PAVEMENT KEYED NOTES

30 STA: 16+00.00
NORTH RIBBON CURB (12.5', N)
EXISTING: 2798.01
TOC: 2797.49

CENTERLINE
EXISTING: 2797.96
FG: 2797.62

SOUTH RIBBON CURB (12.5', S)
EXISTING: 2797.87
TOC: 2797.75

31 STA: 16+50.00
GRADE BREAK
NORTH RIBBON CURB (12.5', N)
EXISTING: 2797.72
TOC: 2797.31

CENTERLINE
EXISTING: 2797.57
FG: 2797.44

SOUTH RIBBON CURB (12.5', S)
EXISTING: 2797.85
TOC: 2797.57

32 STA: 18+00.00
NORTH RIBBON CURB (12.5', N)
EXISTING: 2797.52
TOC: 2797.02

CENTERLINE
EXISTING: 2797.55
FG: 2797.15

SOUTH RIBBON CURB (12.5', S)
EXISTING: 2797.73
TOC: 2797.28

CONSTRUCTION NOTES

A. SEE DITCH PLAN AND PROFILE ON SHEETS 39 THROUGH 48 .

B. ALL ASPHALT PAVEMENT TO BE 25' WIDE, 5" HMAC PAVEMENT, 2" TYPE D OVER 3" TYPE C, APPROXIMATELY 13,420-SY TOTAL ALONG SUNGLO STREET.

C. SEE SHEETS 30 AND 33 SIDE STREET PAVEMENT SECTIONS AND DIMENSIONS.

D. ALL CONCRETE PAVEMENT AND CURBS TO BE 8" THICK.

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MAR 23 2021
JOSHUA C. FERGUSON
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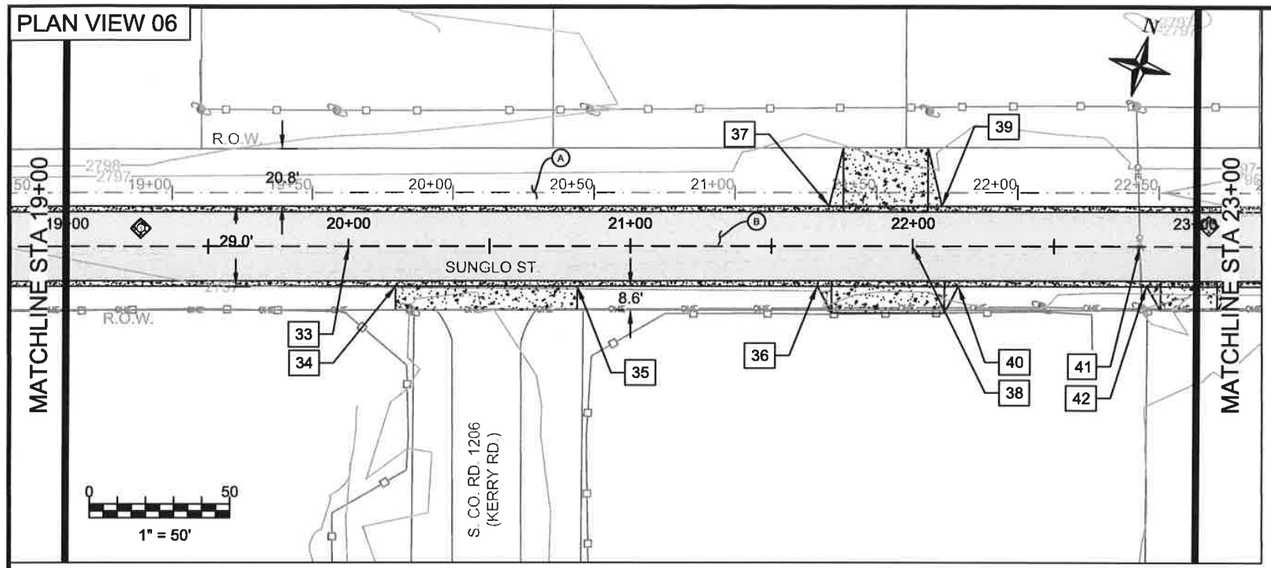
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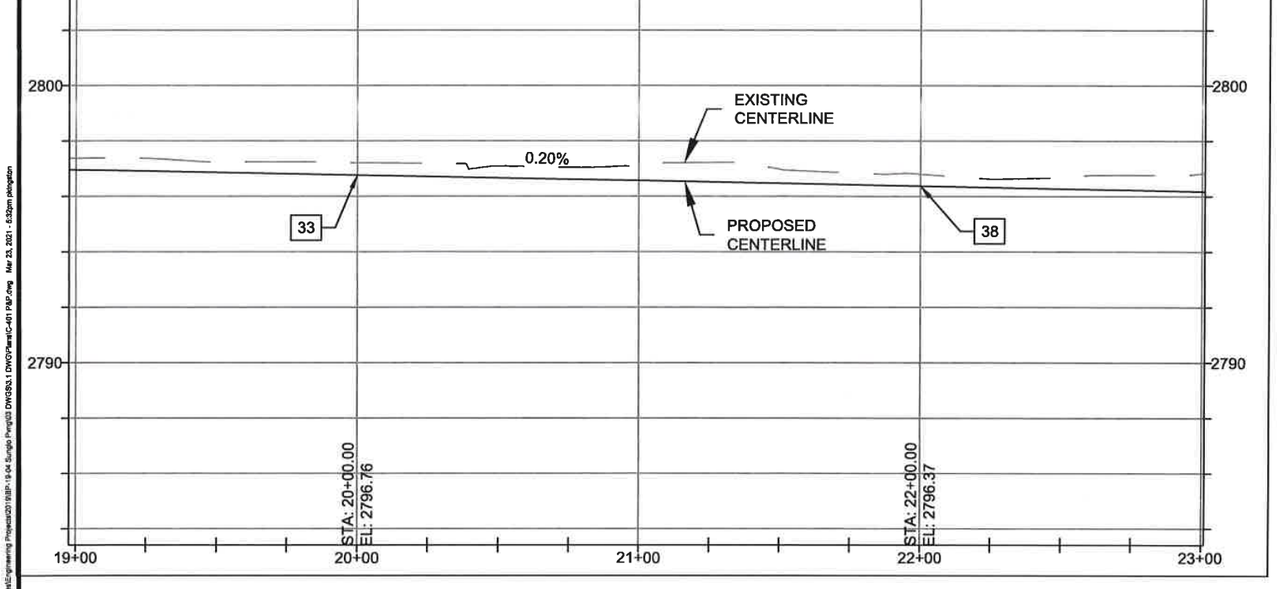
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PLAN VIEW 06



PROFILE VIEW 06



PAVEMENT KEYED NOTES

33 STA :20+00.00
NORTH RIBBON CURB (12.5', N)
EXISTING: 2797.34
TOC: 2796.63

CENTERLINE
EXISTING: 2797.20
FG: 2796.76

SOUTH RIBBON CURB (12.5', S)
EXISTING: 2797.23
TOC: 2796.89

34 STA: 20+15.43 (14.5', S)
BEGIN STREET APPROACH
SEE SHEET 30, SOUTH COUNTY ROAD 1206 APPROACH.

35 STA: 20+79.81(14.5', S)
END STREET APPROACH
SEE SHEET 30, SOUTH COUNTY ROAD 1206 APPROACH.

36 STA: 21+65.86 (14.5', S)
START CONCRETE DRIVEWAY
SEE SHEET 31, DRIVEWAY 03.

37 STA: 21+69.98 (14.5', N)
START CONCRETE DRIVEWAY
SEE SHEET 31, DRIVEWAY 04.

38 STA: 22+00.00
NORTH RIBBON CURB (12.5', N)
EXISTING: 2796.79
TOC: 2796.24

CENTERLINE
EXISTING: 2796.80
FG: 2796.37

SOUTH RIBBON CURB (12.5', S)
EXISTING: 2796.98
TOC: 2796.50

39 STA: 22+09.98 (14.5', N)
END CONCRETE DRIVEWAY
SEE SHEET 31, DRIVEWAY 03.

40 STA: 22+15.86 (14.5', S)
END CONCRETE DRIVEWAY
SEE SHEET 31, DRIVEWAY 04.

41 STA: 22+80.11 (CL)
CAUTION: EXISTING OVERHEAD ELECTRIC LINE CROSSING.

42 STA: 22+82.46 (14.5', S)
START CONCRETE DRIVEWAY
SEE SHEET 31, DRIVEWAY 05.

CONSTRUCTION NOTES

A. SEE DITCH PLAN AND PROFILE ON SHEETS 39 THROUGH 48 .

B. ALL ASPHALT PAVEMENT TO BE 25' WIDE, 5" HMAC PAVEMENT, 2" TYPE D OVER 3" TYPE C, APPROXIMATELY 13,420-SY TOTAL ALONG SUNGLO STREET.

C. SEE SHEETS 30 AND 33 SIDE STREET PAVEMENT SECTIONS AND DIMENSIONS.

D. ALL CONCRETE PAVEMENT AND CURBS TO BE 8" THICK.

E. ALL FILLETS ARE TO COMPLY WITH DETAILS D01 - D04, SHEETS 48 AND 49, UNLESS OTHERWISE NOTED.

F. ALL VALLEY GUTTERS ARE 10' WIDE UNLESS OTHERWISE NOTED.

G. ADJUST ALL EXISTING PUBLIC UTILITY COVERS TO FINISHED GRADE. INCLUDE CONCRETE COLLARS FOR ALL COVERS. ALL CONCRETE COLLARS ARE TO BE 45° TO PROPOSED ALIGNMENT, AKA DIAMOND RATHER THAT SQUARED.

H. COORDINATE REMOVAL AND INSTALLATION OF TRAFFIC SIGNS WITH CITY OF MIDLAND TRAFFIC.

STATE OF TEXAS
MAR 22, 2021
JOSHUA C. FERGUSON
117692
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PROFESSIONAL ENGINEER
Josh Ferguson

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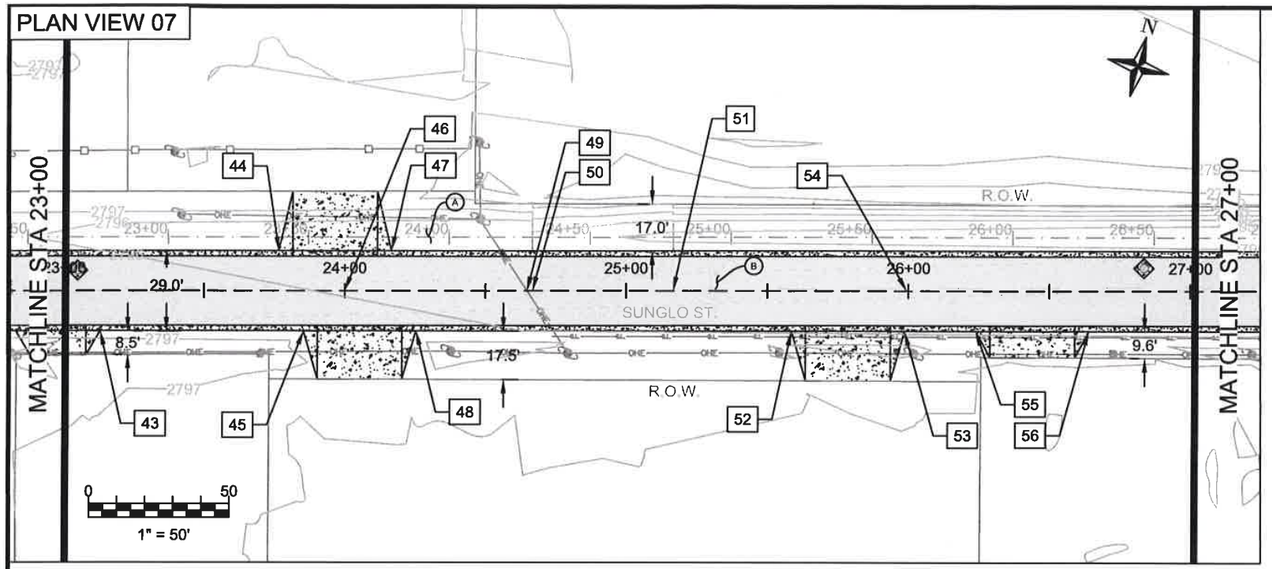
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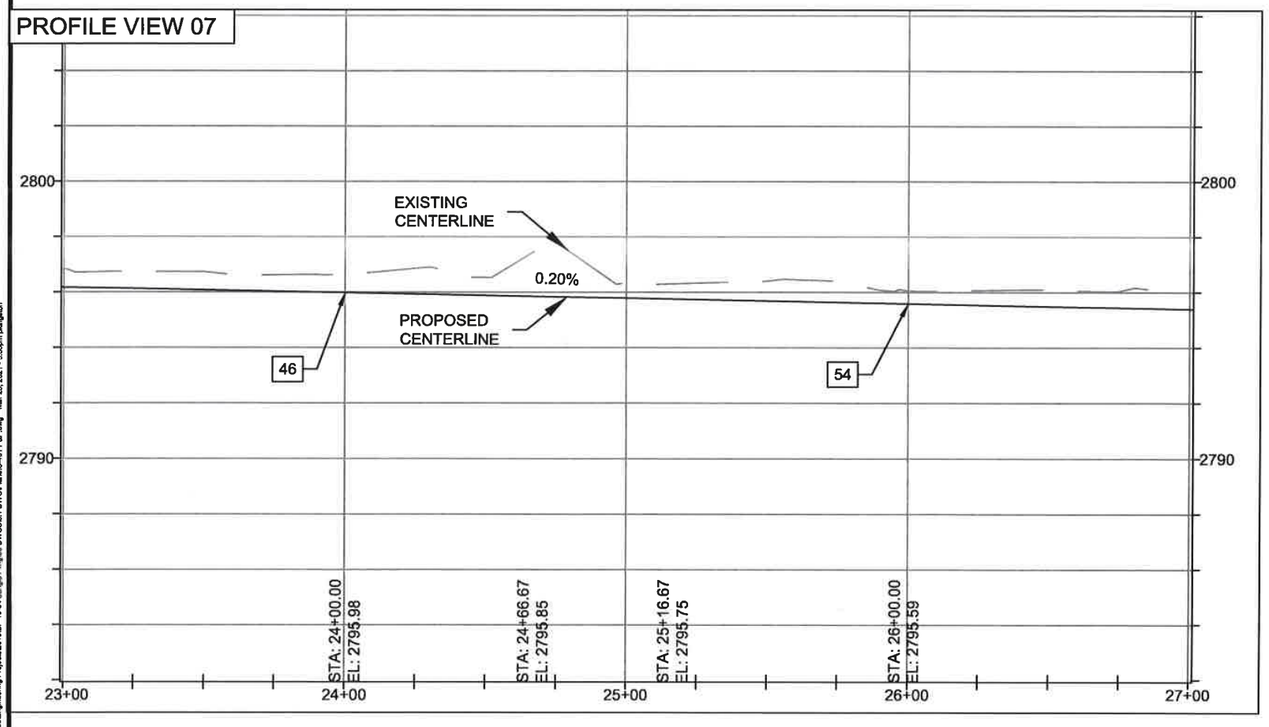
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PLAN VIEW 07



PROFILE VIEW 07



PAVEMENT KEYED NOTES

43 STA: 23+12.46 (14.5', S)
END CONCRETE DRIVEWAY
SEE SHEET 31, DRIVEWAY 05.

44 STA: 23+76.19 (14.5', N)
START CONCRETE DRIVEWAY
SEE SHEET 31, DRIVEWAY 06.

45 STA: 23+84.95 (14.5', S)
START CONCRETE DRIVEWAY
SEE SHEET 32, DRIVEWAY 07.

46 STA: 24+00.00
NORTH RIBBON CURB (12.5', N)
EXISTING: 2796.78
TOC: 2795.85

CENTERLINE
EXISTING: 2796.67
FG: 2795.98

SOUTH RIBBON CURB (12.5', S)
EXISTING: 2796.68
TOC: 2796.11

47 STA: 24+16.19 (14.5', N)
END CONCRETE DRIVEWAY
SEE SHEET 31, DRIVEWAY 06.

48 STA: 24+24.95 (14.5', S)
END CONCRETE DRIVEWAY
SEE SHEET 32, DRIVEWAY 07.

49 STA: 24+64.31 (CL)
CAUTION: EXISTING OVERHEAD
ELECTRIC LINE CROSSING.

50 STA: 24+66.67
BEGIN TRANSITION
END STREET SECTION B-B
SEE SHEET 8.

51 STA: 25+16.67
END TRANSITION
START STREET SECTION C-C
SEE SHEET 8.

52 STA: 25+58.22 (14.5', S)
START CONCRETE DRIVEWAY
SEE SHEET 32, DRIVEWAY 08.

53 STA: 25+98.22 (14.5', S)
END CONCRETE DRIVEWAY
SEE SHEET 32, DRIVEWAY 08.

54 STA: 26+00.00
NORTH RIBBON CURB (12.5', N)
EXISTING: 2796.18
TOC: 2795.46

CENTERLINE
EXISTING: 2796.06
FG: 2795.59

SOUTH RIBBON CURB (12.5', S)
EXISTING: 2796.68
TOC: 2795.72

55 STA: 26+23.62 (14.5', S)
START CONCRETE DRIVEWAY
SEE SHEET 32, DRIVEWAY 09.

56 STA: 26+63.62 (14.5', S)
END CONCRETE DRIVEWAY
SEE SHEET 32, DRIVEWAY 09.

CONSTRUCTION NOTES

A. SEE DITCH PLAN AND PROFILE ON SHEETS 39 THROUGH 48 .

B. ALL ASPHALT PAVEMENT TO BE 25' WIDE, 5" HMAC PAVEMENT, 2" TYPE D OVER 3" TYPE C, APPROXIMATELY 13,420-SY TOTAL ALONG SUNGLO STREET.

C. SEE SHEETS 30 AND 33 SIDE STREET PAVEMENT SECTIONS AND DIMENSIONS.

D. ALL CONCRETE PAVEMENT AND CURBS TO BE 8" THICK.

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F. ALL VALLEY GUTTERS ARE 10' WIDE UNLESS OTHERWISE NOTED.

G. ADJUST ALL EXISTING PUBLIC UTILITY COVERS TO FINISHED GRADE. INCLUDE CONCRETE COLLARS FOR ALL COVERS. ALL CONCRETE COLLARS ARE TO BE 45° TO PROPOSED ALIGNMENT, AKA DIAMOND RATHER THAT SQUARED.

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JOSHUA C. FERGUSON
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PROFESSIONAL ENGINEER
Josh Ferguson

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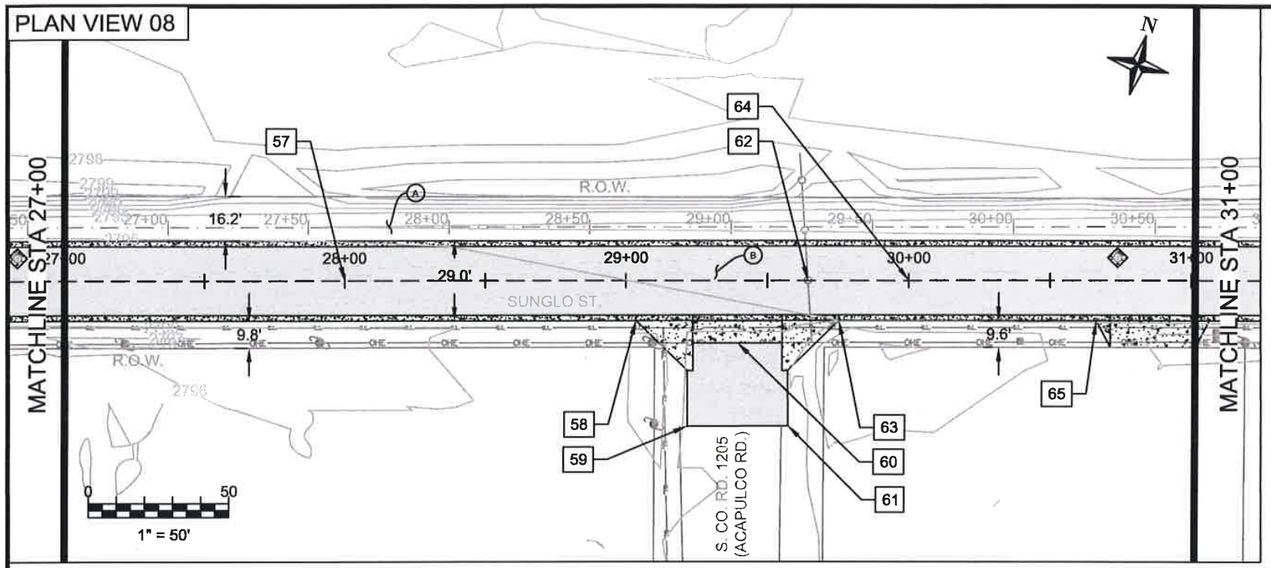
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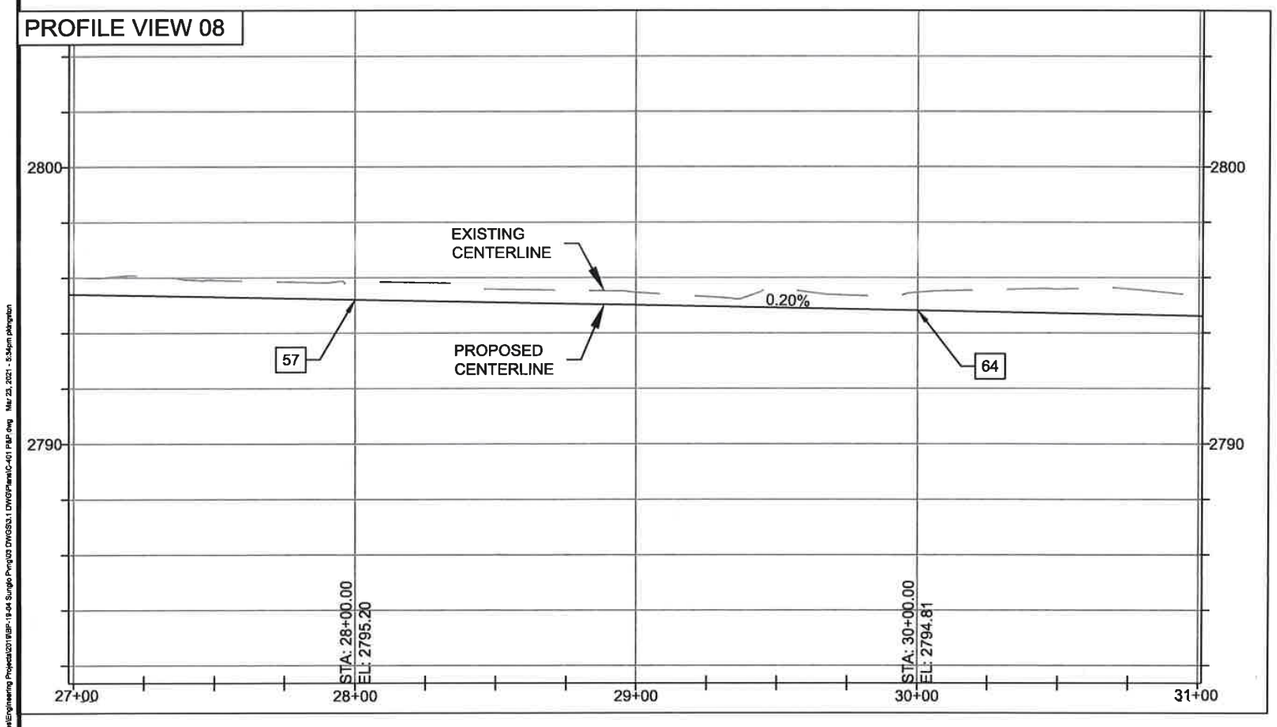
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PLAN VIEW 08



PROFILE VIEW 08



PAVEMENT KEYED NOTES

57 STA: 28+00.00
NORTH RIBBON CURB (12.5', N)
EXISTING: 2795.87
TOC: 2795.07

CENTERLINE
EXISTING: 2795.86
FG: 2795.20

SOUTH RIBBON CURB (12.5', S)
EXISTING: 2796.13
TOC: 2795.33

58 STA: 29+07.59 (14.5', S)
BEGIN STREET APPROACH
EXISTING: 2794.45
FG: 2795.29

59 STA: 29+21.61 (52.5', S)
N: 10682989.363
E: 1749602.382
PAVEMENT CORNER
EXISTING: 2794.98
FG: 2794.98

60 STA: 29+43.15 (22.5', S)
115-SY 5" HMAC PAVEMENT,
(2" TYPE D OVER 3" TYPE C)
SEE SHEET 33, SOUTH COUNTY
ROAD 1205 APPROACH

61 STA: 29+58.79 (52.5', S)
N: 10682998.454
E: 1749636.831
PAVEMENT CORNER
EXISTING: 2794.57
FG: 2794.57

62 STA: 29+63.95 (CL)
CAUTION: EXISTING OIL
PIPELINE CROSSING.

63 STA: 29+73.86 (14.5', S)
END STREET APPROACH
EXISTING: 2794.99
FG: 2795.14

64 STA: 30+00.00
NORTH RIBBON CURB (12.5', N)
EXISTING: 2795.59
TOC: 2794.68

CENTERLINE
EXISTING: 2795.46
FG: 2794.81

SOUTH RIBBON CURB (12.5', S)
EXISTING: 2795.62
TOC: 2794.94

65 STA: 30+66.00 (14.5', S)
START CONCRETE DRIVEWAY
SEE SHEET 33, DRIVEWAY 10.

CONSTRUCTION NOTES

A. SEE DITCH PLAN AND PROFILE ON SHEETS 39 THROUGH 48 .

B. ALL ASPHALT PAVEMENT TO BE 25' WIDE, 5" HMAC PAVEMENT, 2" TYPE D OVER 3" TYPE C, APPROXIMATELY 13,420-SY TOTAL ALONG SUNGLO STREET.

C. SEE SHEETS 30 AND 33 SIDE STREET PAVEMENT SECTIONS AND DIMENSIONS.

D. ALL CONCRETE PAVEMENT AND CURBS TO BE 8" THICK.

E. ALL FILLETS ARE TO COMPLY WITH DETAILS D01 - D04, SHEETS 48 AND 49, UNLESS OTHERWISE NOTED.

F. ALL VALLEY GUTTERS ARE 10' WIDE UNLESS OTHERWISE NOTED.

G. ADJUST ALL EXISTING PUBLIC UTILITY COVERS TO FINISHED GRADE. INCLUDE CONCRETE COLLARS FOR ALL COVERS. ALL CONCRETE COLLARS ARE TO BE 45° TO PROPOSED ALIGNMENT, AKA DIAMOND RATHER THAT SQUARED.

H. COORDINATE REMOVAL AND INSTALLATION OF TRAFFIC SIGNS WITH CITY OF MIDLAND TRAFFIC.

STATE OF TEXAS
MAR 23 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER
Josh Ferguson

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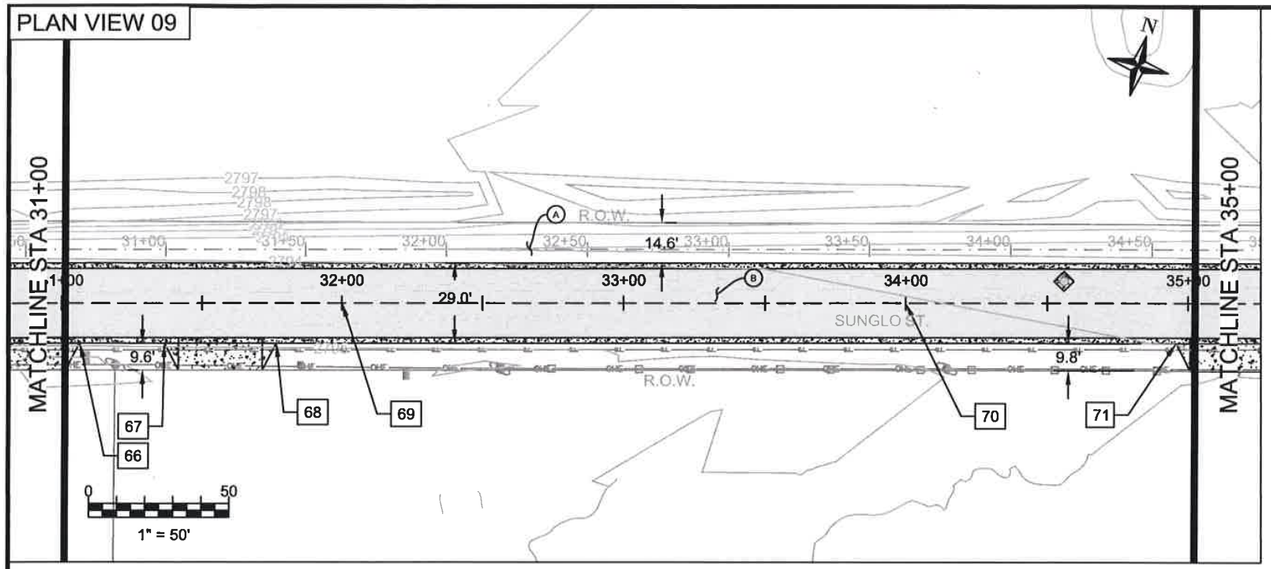
SUNGLO STREET PAVING
BOND PROJECT
ROAD PLAN & PROFILE
8 OF 13

Scale: NTS
File : 2019\BP19-04 SUNGLO STREET

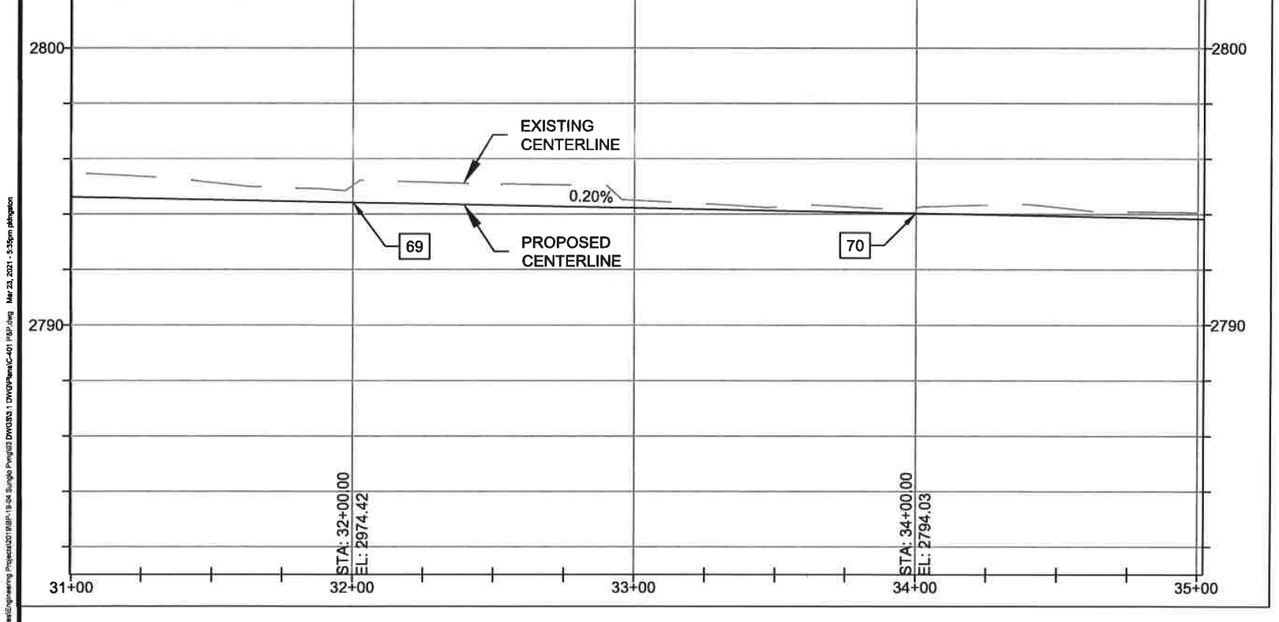
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PLAN VIEW 09



PROFILE VIEW 09



PAVEMENT KEYED NOTES

66 STA: 31+06.00 (14.5', S)
END CONCRETE DRIVEWAY
SEE SHEET 33, DRIVEWAY 10.

67 STA: 31+36.19 (14.5', S)
START CONCRETE DRIVEWAY
SEE SHEET 33, DRIVEWAY 11.

68 STA: 31+76.19 (14.5', S)
END CONCRETE DRIVEWAY
SEE SHEET 33, DRIVEWAY 11.

69 STA: 32+00.00
NORTH RIBBON CURB (12.5', N)
EXISTING: 2795.04
TOC: 2794.29

CENTERLINE
EXISTING: 2795.03
FG: 2794.42

SOUTH RIBBON CURB (12.5', S)
EXISTING: 2794.92
TOC: 2794.55

70 STA: 34+00.00
NORTH RIBBON CURB (12.5', N)
EXISTING: 2794.15
TOC: 2793.90

CENTERLINE
EXISTING: 2794.22
FG: 2794.03

SOUTH RIBBON CURB (12.5', S)
EXISTING: 2794.42
TOC: 2794.16

71 STA: 34+95.36 (14.5', S)
START CONCRETE DRIVEWAY
SEE SHEET 34, DRIVEWAY 12.

CONSTRUCTION NOTES

A. SEE DITCH PLAN AND PROFILE ON SHEETS 39 THROUGH 48 .

B. ALL ASPHALT PAVEMENT TO BE 25' WIDE, 5" HMAC PAVEMENT, 2" TYPE D OVER 3" TYPE C, APPROXIMATELY 13,420-SY TOTAL ALONG SUNGLO STREET.

C. SEE SHEETS 30 AND 33 SIDE STREET PAVEMENT SECTIONS AND DIMENSIONS.

D. ALL CONCRETE PAVEMENT AND CURBS TO BE 8" THICK.

E. ALL FILLETS ARE TO COMPLY WITH DETAILS D01 - D04, SHEETS 48 AND 49, UNLESS OTHERWISE NOTED.

F. ALL VALLEY GUTTERS ARE 10' WIDE UNLESS OTHERWISE NOTED.

G. ADJUST ALL EXISTING PUBLIC UTILITY COVERS TO FINISHED GRADE. INCLUDE CONCRETE COLLARS FOR ALL COVERS. ALL CONCRETE COLLARS ARE TO BE 45° TO PROPOSED ALIGNMENT, AKA DIAMOND RATHER THAT SQUARED.

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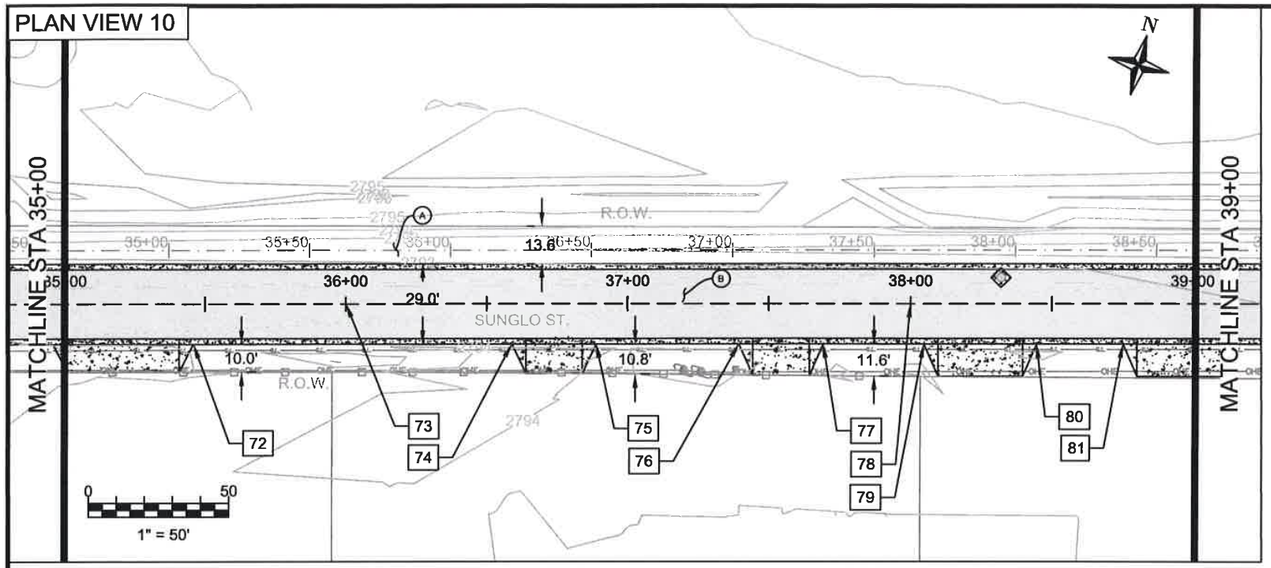
SUNGLO STREET PAVING
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9 OF 13

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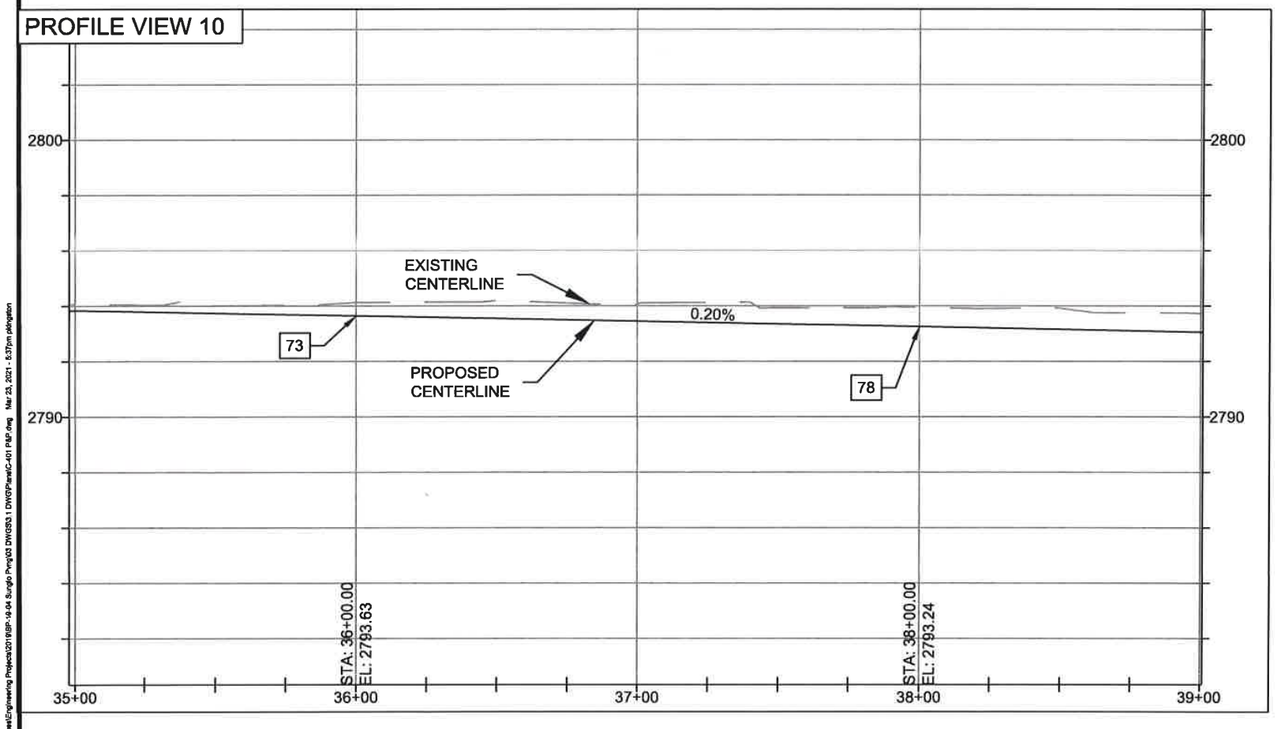
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PLAN VIEW 10



PROFILE VIEW 10



PAVEMENT KEYED NOTES

72 STA: 35+45.36 (14.5', S)
END CONCRETE DRIVEWAY
SEE SHEET 34, DRIVEWAY 12.

73 STA: 36+00.00
NORTH RIBBON CURB (12.5', N)
EXISTING: 2794.16
TOC: 2793.50

CENTERLINE
EXISTING: 2794.11
FG: 2793.63

SOUTH RIBBON CURB (12.5', S)
EXISTING: 2794.06
TOC: 2793.76

74 STA: 36+58.47 (14.5', S)
START CONCRETE DRIVEWAY
SEE SHEET 34, DRIVEWAY 13.

75 STA: 36+88.47 (14.5', S)
END CONCRETE DRIVEWAY
SEE SHEET 34, DRIVEWAY 13.

76 STA: 37+38.87 (14.5', S)
START CONCRETE DRIVEWAY
SEE SHEET 34, DRIVEWAY 14.

77 STA: 37+67.87 (14.5', S)
END CONCRETE DRIVEWAY
SEE SHEET 34, DRIVEWAY 14.

78 STA: 38+00.00
NORTH RIBBON CURB (12.5', N)
EXISTING: 2973.91
TOC: 2793.11

CENTERLINE
EXISTING: 2793.94
FG: 2793.24

SOUTH RIBBON CURB (12.5', S)
EXISTING: 2793.94
TOC: 2793.37

79 STA: 38+04.29 (14.5', S)
START CONCRETE DRIVEWAY
SEE SHEET 34, DRIVEWAY 15.

80 STA: 38+44.29 (14.5', S)
END CONCRETE DRIVEWAY
SEE SHEET 34, DRIVEWAY 15.

81 STA: 38+74.82 (14.5', S)
START CONCRETE DRIVEWAY
SEE SHEET 35, DRIVEWAY 16.

CONSTRUCTION NOTES

A. SEE DITCH PLAN AND PROFILE ON SHEETS 39 THROUGH 48 .

B. ALL ASPHALT PAVEMENT TO BE 25' WIDE, 5" HMAC PAVEMENT, 2" TYPE D OVER 3" TYPE C, APPROXIMATELY 13,420-SY TOTAL ALONG SUNGLO STREET.

C. SEE SHEETS 30 AND 33 SIDE STREET PAVEMENT SECTIONS AND DIMENSIONS.

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E. ALL FILLETS ARE TO COMPLY WITH DETAILS D01 - D04, SHEETS 48 AND 49, UNLESS OTHERWISE NOTED.

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STATE OF TEXAS
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PROFESSIONAL ENGINEER
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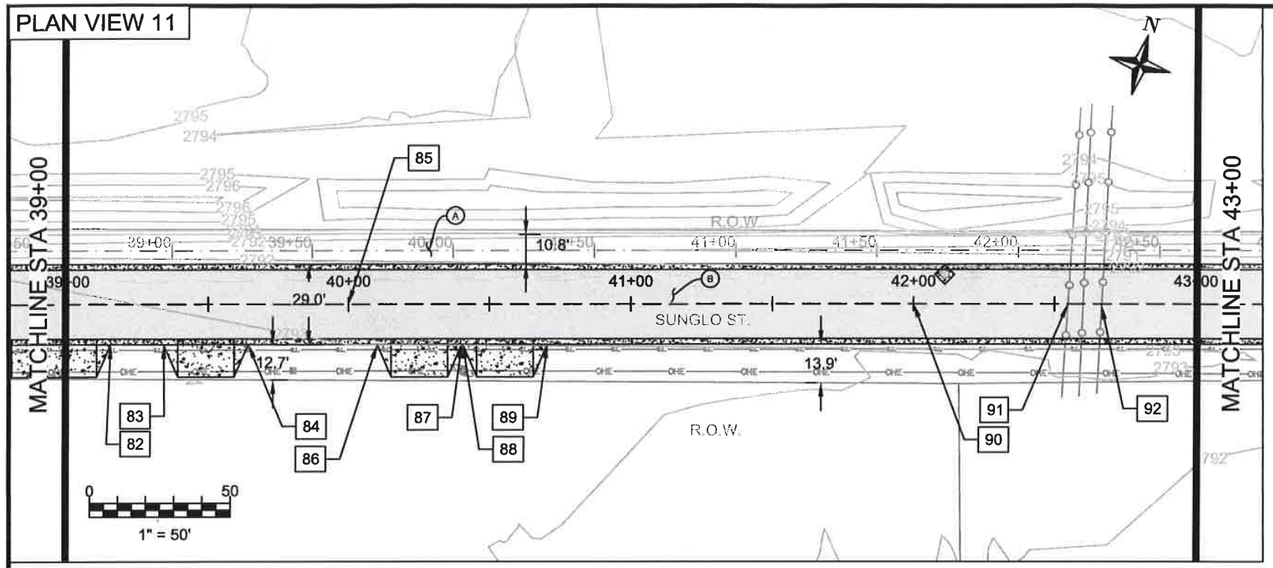
SUNGLO STREET PAVING
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10 OF 13

Scale: NTS
File : 2019/BP19-04 SUNGLO STREET

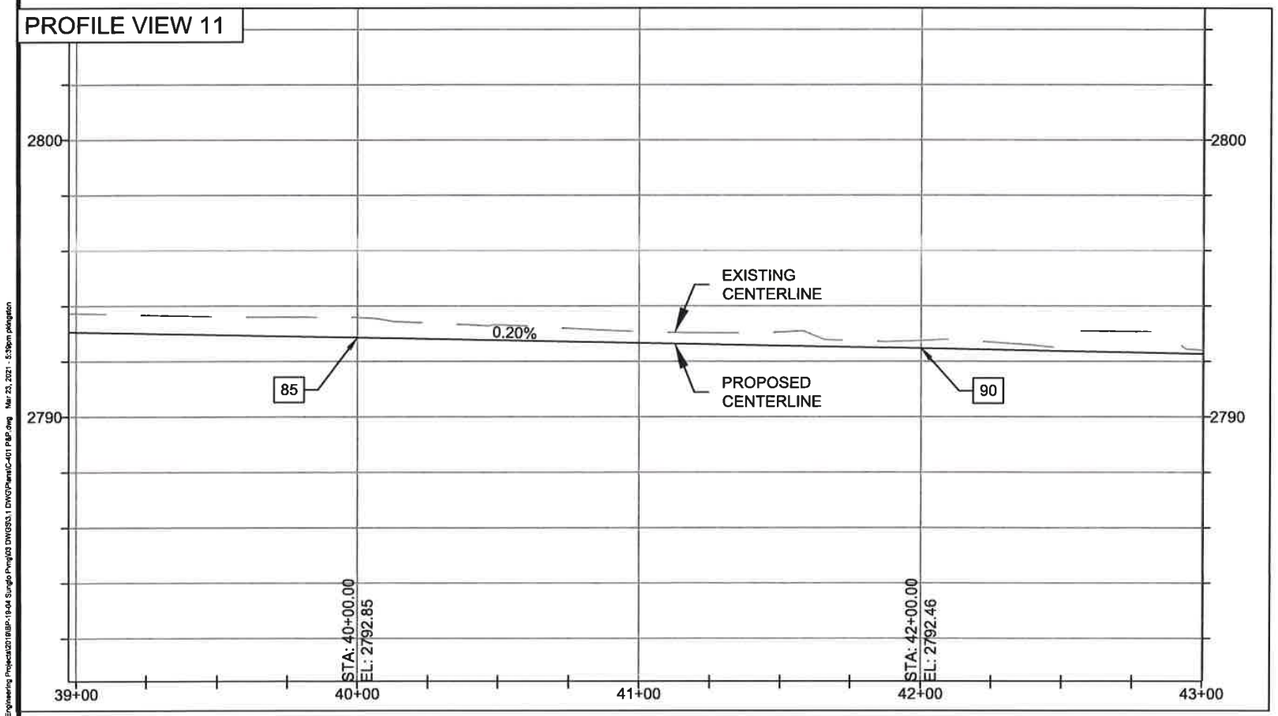
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PLAN VIEW 11



PROFILE VIEW 11



PAVEMENT KEYED NOTES

82 STA: 39+14.82 (14.5', S)
END CONCRETE DRIVEWAY
SEE SHEET 35, DRIVEWAY 16.

83 STA: 39+33.76 (14.5', S)
START CONCRETE DRIVEWAY
SEE SHEET 35, DRIVEWAY 17.

84 STA: 39+63.76 (14.5', S)
END CONCRETE DRIVEWAY
SEE SHEET 35, DRIVEWAY 17.

85 STA: 40+00.00
NORTH RIBBON CURB (12.5', N)
EXISTING: 2793.68
TOC: 2792.72

CENTERLINE
EXISTING: 2793.58
FG: 2792.85

SOUTH RIBBON CURB (12.5', S)
EXISTING: 2793.47
TOC: 2792.98

86 STA: 40+09.79 (14.5', S)
START CONCRETE DRIVEWAY
SEE SHEET 35, DRIVEWAY 18.

87 STA: 40+39.78 (14.5', S)
END CONCRETE DRIVEWAY
SEE SHEET 35, DRIVEWAY 18.

88 STA: 40+40.18 (14.5', S)
START CONCRETE DRIVEWAY
SEE SHEET 35, DRIVEWAY 19.

89 STA: 40+70.18 (14.5', S)
END CONCRETE DRIVEWAY
SEE SHEET 35, DRIVEWAY 19.

90 STA: 42+00.00
NORTH RIBBON CURB (12.5', N)
EXISTING: 2792.92
TOC: 2792.33

CENTERLINE
EXISTING: 2792.74
FG: 2792.46

SOUTH RIBBON CURB (12.5', S)
EXISTING: 2792.58
TOC: 2792.59

91 STA: 42+55.44 (CL)
START CAUTION: EXISTING 3 OIL
PIPELINE CROSSING.

92 STA: 42+66.70 (CL)
END CAUTION: EXISTING 3 OIL
PIPELINE CROSSING.

CONSTRUCTION NOTES

A. SEE DITCH PLAN AND PROFILE ON SHEETS 39 THROUGH 48 .

B. ALL ASPHALT PAVEMENT TO BE 25' WIDE, 5" HMAC PAVEMENT, 2" TYPE D OVER 3" TYPE C, APPROXIMATELY 13,420-SY TOTAL ALONG SUNGLO STREET.

C. SEE SHEETS 30 AND 33 SIDE STREET PAVEMENT SECTIONS AND DIMENSIONS.

D. ALL CONCRETE PAVEMENT AND CURBS TO BE 8" THICK.

E. ALL FILLETS ARE TO COMPLY WITH DETAILS D01 - D04, SHEETS 48 AND 49, UNLESS OTHERWISE NOTED.

F. ALL VALLEY GUTTERS ARE 10' WIDE UNLESS OTHERWISE NOTED.

G. ADJUST ALL EXISTING PUBLIC UTILITY COVERS TO FINISHED GRADE. INCLUDE CONCRETE COLLARS FOR ALL COVERS. ALL CONCRETE COLLARS ARE TO BE 45° TO PROPOSED ALIGNMENT, AKA DIAMOND RATHER THAT SQUARED.

H. COORDINATE REMOVAL AND INSTALLATION OF TRAFFIC SIGNS WITH CITY OF MIDLAND TRAFFIC.

STATE OF TEXAS
MAR 23 2021
JOSHUA C FERGUSON
117692
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PROFESSIONAL ENGINEER
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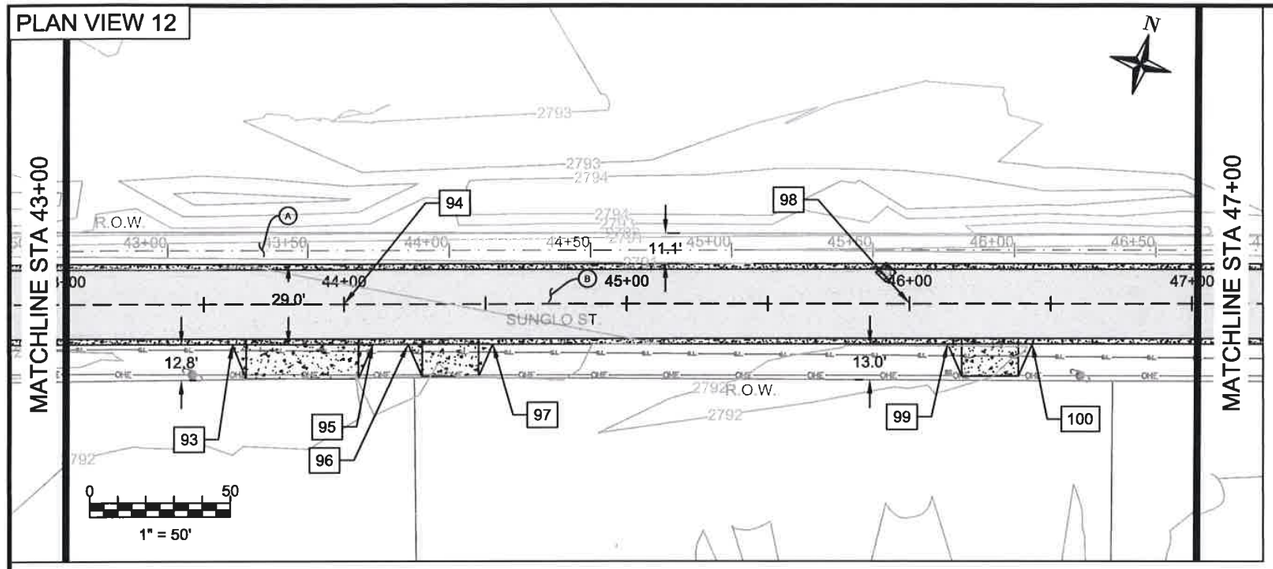
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11 OF 13

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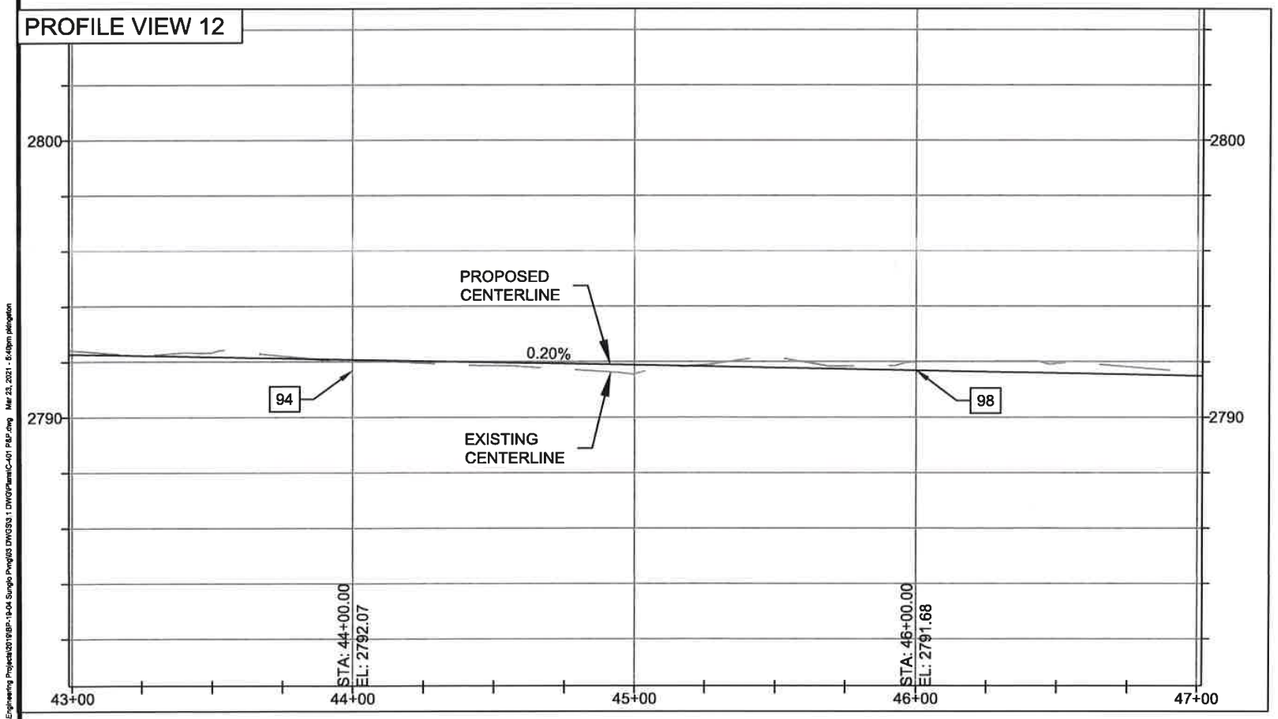
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PLAN VIEW 12



PROFILE VIEW 12



PAVEMENT KEYED NOTES

93 STA: 43+59.65 (14.5', S)
START CONCRETE DRIVEWAY
SEE SHEET 36, DRIVEWAY 20.

94 STA: 44+00.00
NORTH RIBBON CURB (12.5', N)
EXISTING: 2792.05
TOC: 2791.94

CENTERLINE
EXISTING: 2792.01
FG: 2792.07

SOUTH RIBBON CURB (12.5', S)
EXISTING: 2792.01
TOC: 2792.20

95 STA: 44+09.65 (14.5', S)
END CONCRETE DRIVEWAY
SEE SHEET 36, DRIVEWAY 20.

96 STA: 44+22.11 (14.5', S)
START CONCRETE DRIVEWAY
SEE SHEET 36, DRIVEWAY 21.

97 STA: 44+52.11 (14.5', S)
END CONCRETE DRIVEWAY
SEE SHEET 36, DRIVEWAY 21.

98 STA: 46+00.00
NORTH RIBBON CURB (12.5', N)
EXISTING: 2792.00
TOC: 2791.55

CENTERLINE
EXISTING: 2791.98
FG: 2791.68

SOUTH RIBBON CURB (12.5', S)
EXISTING: 2792.07
TOC: 2791.81

99 STA: 46+13.13 (14.5', S)
START CONCRETE DRIVEWAY
SEE SHEET 36, DRIVEWAY 22.

100 STA: 46+43.13 (14.5', S)
END CONCRETE DRIVEWAY
SEE SHEET 36, DRIVEWAY 22.

CONSTRUCTION NOTES

A. SEE DITCH PLAN AND PROFILE ON SHEETS 39 THROUGH 48 .

B. ALL ASPHALT PAVEMENT TO BE 25' WIDE, 5" HMAC PAVEMENT, 2" TYPE D OVER 3" TYPE C, APPROXIMATELY 13,420-SY TOTAL ALONG SUNGLO STREET.

C. SEE SHEETS 30 AND 33 SIDE STREET PAVEMENT SECTIONS AND DIMENSIONS.

D. ALL CONCRETE PAVEMENT AND CURBS TO BE 8" THICK.

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G. ADJUST ALL EXISTING PUBLIC UTILITY COVERS TO FINISHED GRADE. INCLUDE CONCRETE COLLARS FOR ALL COVERS. ALL CONCRETE COLLARS ARE TO BE 45° TO PROPOSED ALIGNMENT, AKA DIAMOND RATHER THAT SQUARED.

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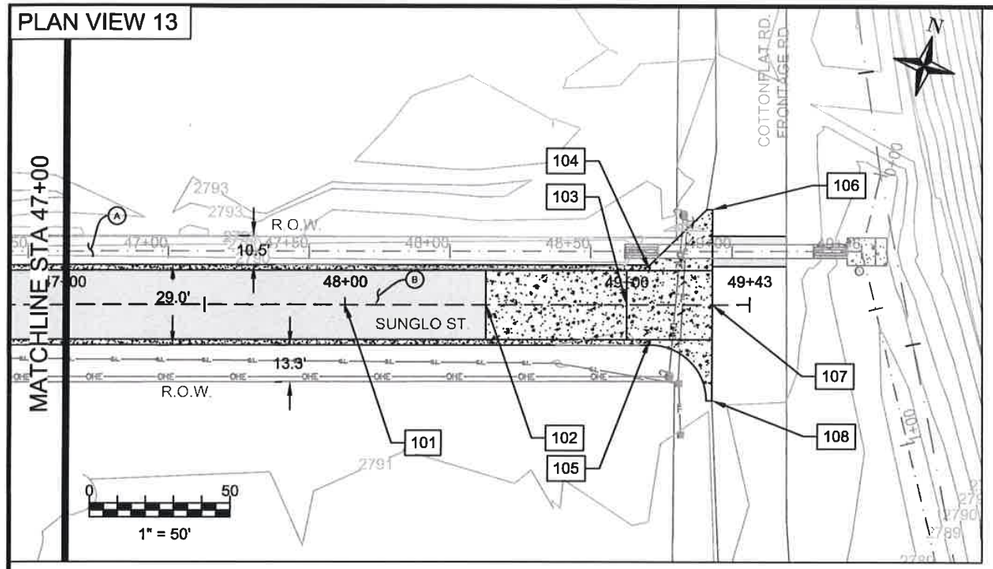
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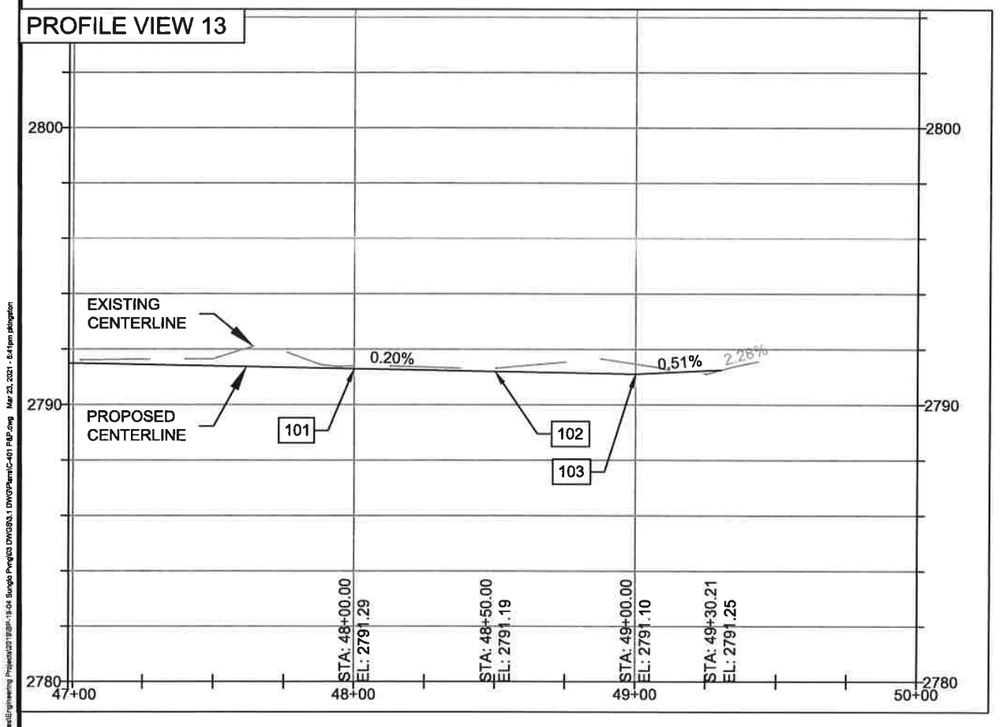
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PLAN VIEW 13



PROFILE VIEW 13



PAVEMENT KEYED NOTES

101 STA: 48+00.00 (CL)
END STREET SECTION C-C
SEE SHEET 8.
BEGIN SUPER ELEVATION TRANSITION
NORTH RIBBON CURB (12.5', N)
EXISTING: 2791.33
TOC: 2791.16

CENTERLINE
EXISTING: 2791.39
FG: 2791.29

SOUTH RIBBON CURB (12.5', S)
EXISTING: 2791.47
TOC: 2791.42

102 STA: 48+50.00 (CL)
CONTINUE SUPER ELEVATION TRANSITION
NORTH RIBBON CURB (12.5', N)
EXISTING: 2791.28
TOC: 2791.19

CENTERLINE
EXISTING: 2791.31
FG: 2791.19

SOUTH RIBBON CURB (12.5', S)
EXISTING: 2791.59
TOC: 2791.19

103 STA: 49+00.00 (12.5', N)
GRADE BREAK
END SUPER ELEVATION TRANSITION
TRANSITION TO STREET SECTION D-D
SEE SHEET 9.
START SUPER ELEVATION TRANSITION
NORTH RIBBON CURB (12.5', N)
EXISTING: 2791.40
TOC: 2791.23

CENTERLINE
EXISTING: 2791.45
FG: 2791.10

SOUTH RIBBON CURB (12.5', S)
EXISTING: 2791.51
TOC: 2790.97

104 STA: 49+08.21 (12.5, N)
END NORTH RIBBON CURB
EXISTING: 2791.28
TOC: 2791.22

105 STA: 49+08.21 (12.5, S)
END SOUTH RIBBON CURB
EXISTING: 2791.39
TOC: 2791.05

106 STA: 49+30.21 (32.0', N)
CONCRETE FILLET CORNER
MATCH EXISTING PAVEMENT EDGE.
EXISTING: 2791.45

107 STA: 49+30.21 (CL)
N: 10683546.511
E: 1751532.831
END SUPER ELEVATION TRANSITION
END AT STREET SECTION E-E
SEE SHEET 9.
MATCH EXISTING PAVEMENT EDGE.
SEE SHEET 37, COTTONFLAT
FRONTAGE ROAD APPROACH.
EXISTING: 2791.24

108 STA: 49+30.21 (32.0', S)
CONCRETE FILLET CORNER
MATCH EXISTING PAVEMENT EDGE.
EXISTING: 2791.03

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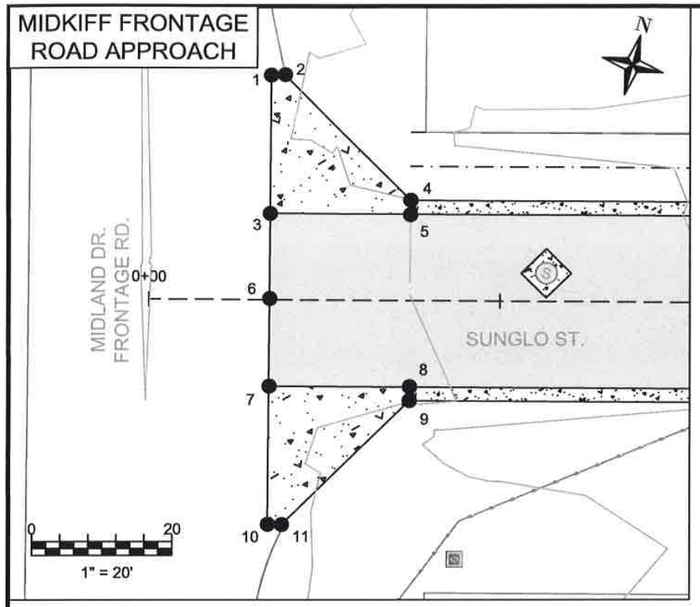
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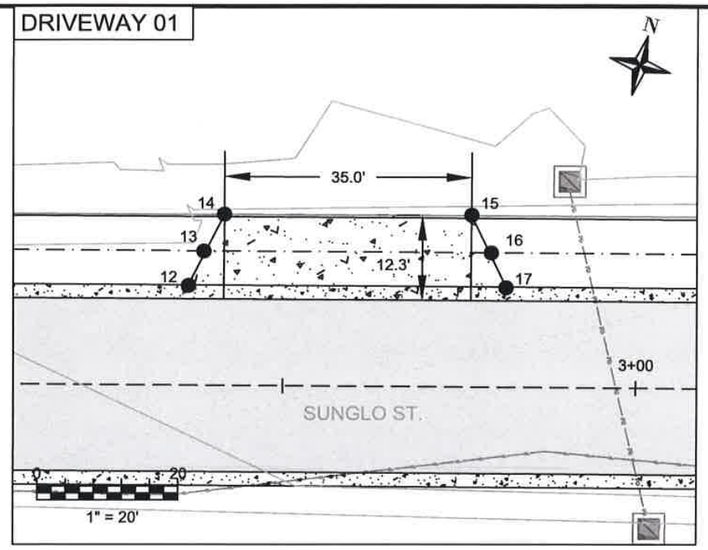
SUNGLO STREET PAVING
BOND PROJECT
ROAD PLAN & PROFILE
13 OF 13

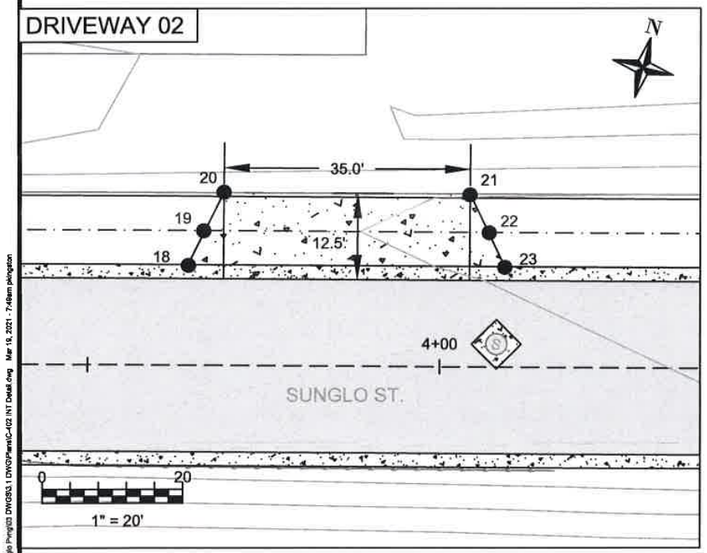
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29
OF 60

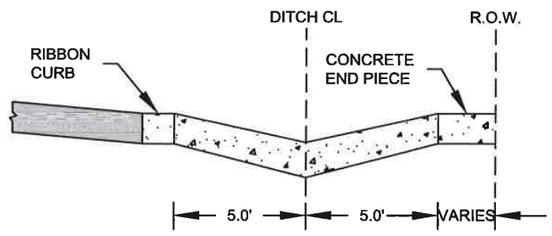
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MIDKIFF FRONTAGE ROAD APPROACH				
NO.	DESCRIPTION	NORTHING	EASTING	ELEVATION
1	EX EP	10682340.64	1746771.95	2807.17
2	FG	10682339.76	1746770.19	2807.29
3	EX EP	10682320.41	1746775.24	2807.46
4	FG	10682325.56	1746794.56	2807.00
5	FG	10682327.87	1746793.94	2807.00
6	EX CL	10682308.32	1746778.38	2607.46
7	EX EP	10682296.22	1746781.52	2807.46
8	FG	10682301.26	1746800.88	2807.14
9	FG	10682299.36	1746801.60	2807.14
10	EX EP	10682276.87	1746786.56	2807.40
11	FG	10682277.37	1746788.50	2807.36
DRIVEWAY 01				
NO.	DESCRIPTION	NORTHING	EASTING	ELEVATION
12	FG	10682377.61	1746986.97	2804.77
13	FL CL	10682383.06	1746988.10	2804.71
14	FG	10682388.77	1746989.29	2804.75
15	FG	10682397.64	1747023.09	2804.58
16	FL CL	10682393.17	1741026.91	2804.52
17	FG	10682388.95	1747030.52	2804.56
DRIVEWAY 02				
NO.	DESCRIPTION	NORTHING	EASTING	ELEVATION
18	FG	10682409.79	1747110.54	2804.17
19	FL CL	10682415.22	1747111.59	2804.10
20	FG	10682421.15	1747112.75	2805.09
21	FG	10682430.02	1747146.60	2804.98
22	FL CL	10682425.36	1747150.52	2803.91
23	FG	10682421.13	1747154.08	2803.95



DRIVEWAY 01 & 02 CROSS SECTION

NOTES:

1. MATCH DITCH CROSS-SECTION SLOPES BETWEEN RIBBON CURB AND CONCRETE END PIECE.
2. MATCH DRIVEWAY DETAILS D05 AND D06, SHEET 51, UNLESS OTHERWISE NOTED.

STATE OF TEXAS
MAR 23 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER

Josh Ferguson

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Description	Date	Rev. No.
IFC	__/__/__	0
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DRAWN: PAK
CHECKED: JCF
APPROVED: JCF
VERT.: N/A
HORIZ.: 1 : 20
PROJECT NO.: BP19-04
Date: MAR 2021

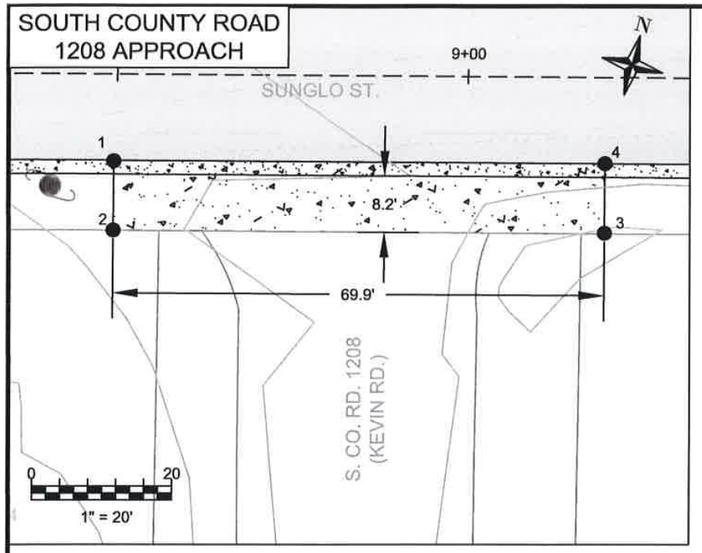
MIDLAND Engineering Services

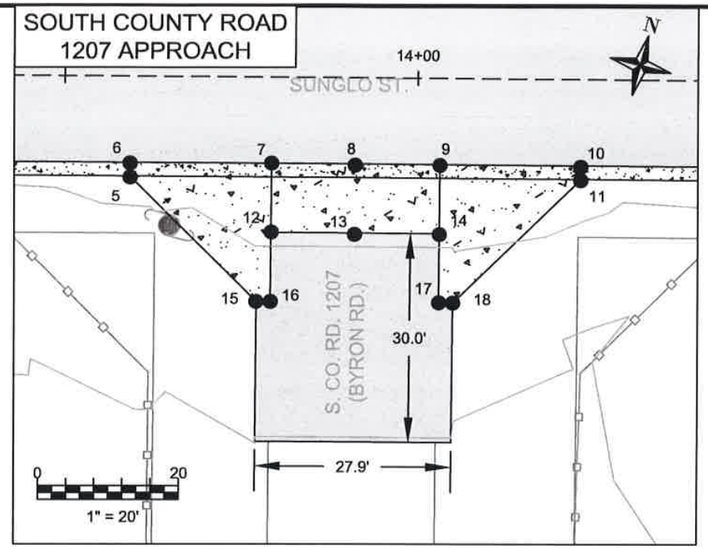
SUNGLO STREET PAVING
BOND PROJECT
CONCRETE GRADE PLANS
1 OF 9

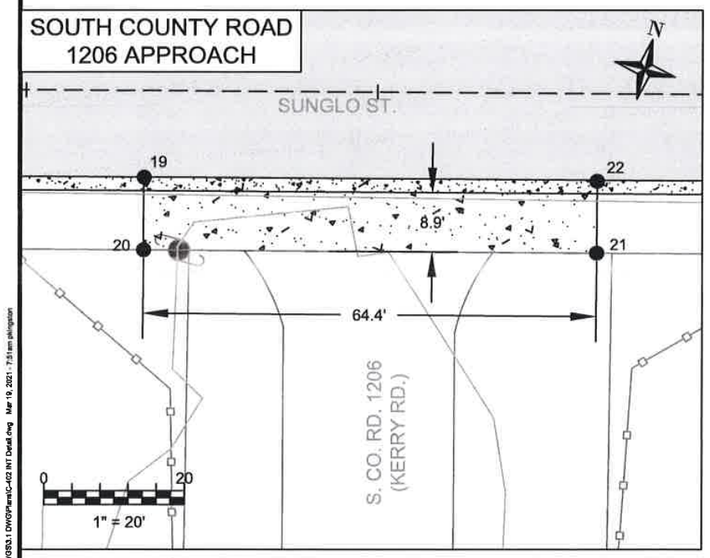
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OF 60

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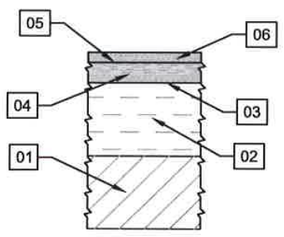




SOUTH COUNTY ROAD 1208 APPROACH				
NO.	DESCRIPTION	NORTHING	EASTING	ELEVATION
1	FG EP	10682505.99	1747587.06	2801.27
2	FG	10682496.19	1747589.61	2801.61
3	FG	10682513.79	1747657.27	2802.13
4	FG EP	10682523.61	1747654.71	2800.79
SOUTH COUNTY ROAD 1207 APPROACH				
NO.	DESCRIPTION	NORTHING	EASTING	ELEVATION
5	FG EP	10682634.46	1748080.38	2798.69
6	FG	10682632.53	1748080.88	2798.71
7	FG EP	10682639.51	1748099.77	2798.61
8	FG EP	10682642.51	1748111.28	2798.56
9	FG EP	10682645.52	1748122.83	2798.52
10	FG EP	10682650.56	1748142.19	2798.44
11	FG	10682648.62	1748142.69	2798.46
12	FG	10682629.83	1748102.26	2798.92
13	FG	10682632.83	1748113.80	2798.93
14	FG	10682635.84	1748125.35	2798.93
15	FG	10682619.65	1748102.84	2799.29
16	FG	10682620.15	1748104.78	2799.29
17	FG	10682626.16	1748127.87	2799.29
18	FG	10682626.67	1748129.81	2799.29
SOUTH COUNTY ROAD 1206 APPROACH				
NO.	DESCRIPTION	NORTHING	EASTING	ELEVATION
19	FG EP	10682800.15	1748716.63	2796.85
20	FG	10682789.96	1748719.34	2797.25
21	FG	10682806.17	1748781.65	2797.27
22	FG EP	10682816.39	1748778.99	2796.73

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117692
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Josh Ferguson



LEGEND:

01 8" SUBGRADE BASE

02 12" FLEXIBLE BASE

03 PRIME COAT

04 3" TYPE C HOTMIX

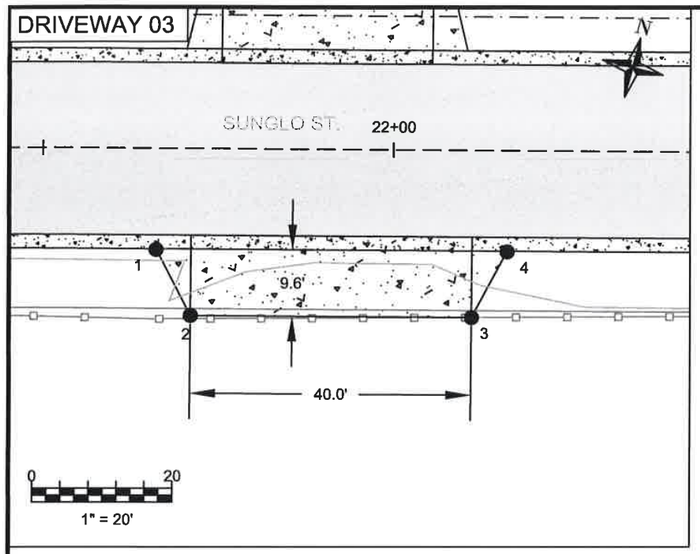
05 TACK COAT

06 2" TYPE D HOTMIX

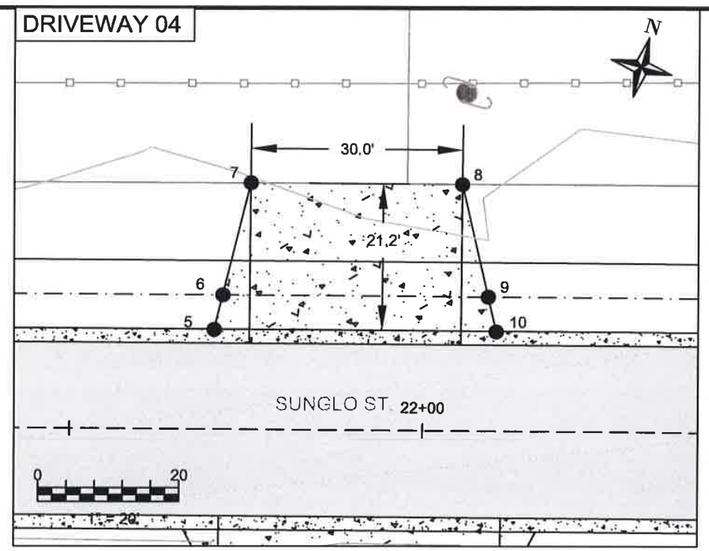
S. CO. RD. 1207 CROSS SECTION

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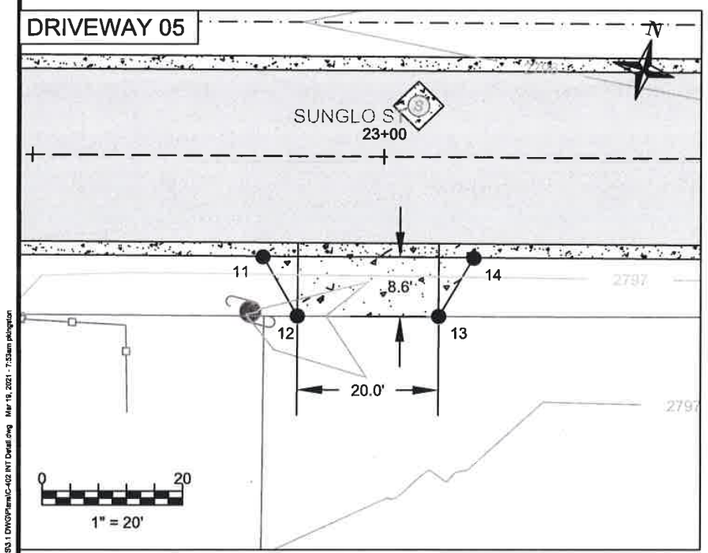
DRIVEWAY 03



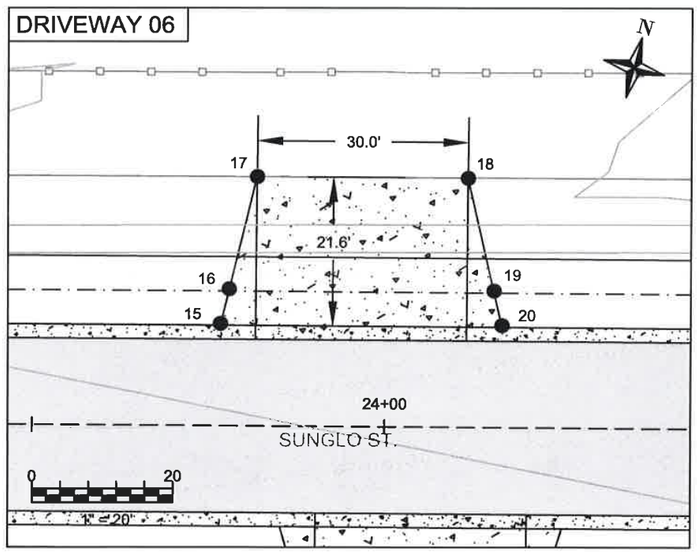
DRIVEWAY 04



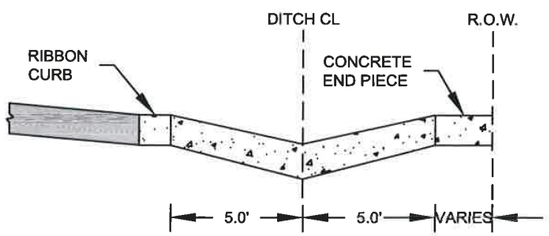
DRIVEWAY 05



DRIVEWAY 06



DRIVEWAY 03				
NO.	DESCRIPTION	NORTHING	EASTING	ELEVATION
1	FG	10682835.90	1748861.78	2796.58
2	FG	10682827.85	1748869.05	2797.05
3	FG	10682837.93	1748907.76	2797.16
4	FG	10682848.50	1748910.17	2796.48
DRIVEWAY 04				
NO.	DESCRIPTION	NORTHING	EASTING	ELEVATION
5	FG	10682864.91	1748858.49	2796.29
6	FL CL	10682870.03	1748858.37	2796.23
7	FG	10682886.73	1748857.96	2796.99
8	FG	10682894.35	1748886.97	2797.02
9	FL CL	10682879.52	1748894.81	2796.16
10	FG	10682874.99	1748897.20	2796.21
DRIVEWAY 05				
NO.	DESCRIPTION	NORTHING	EASTING	ELEVATION
11	FG	10682865.29	1748974.63	2796.35
12	FG	10682858.21	1748981.62	2796.80
13	FG	10682863.95	1749000.80	2797.59
14	FG	10682872.85	1749003.66	2796.29
DRIVEWAY 06				
NO.	DESCRIPTION	NORTHING	EASTING	ELEVATION
15	FG	10682916.88	1749058.05	2795.87
16	FL CL	10682922.00	1749057.91	2795.82
17	FG	10682938.98	1749057.44	2797.45
18	FG	10682946.54	1749086.47	2797.76
19	FL CL	10682931.49	1749094.38	2795.74
20	FG	10682926.96	1749096.75	2795.79



DRIVEWAY 04 & 06 CROSS SECTION

NOTES:

1. MATCH DITCH CROSS-SECTION SLOPES BETWEEN RIBBON CURB AND CONCRETE END PIECE.
2. MATCH DRIVEWAY DETAILS D05 AND D06, SHEET 51, UNLESS OTHERWISE NOTED.

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MAR 23 2021
JOSHUA C. FERGUSON
117692
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PROFESSIONAL ENGINEER
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PROJECT NO.: BP19-04
Date: MAR 2021

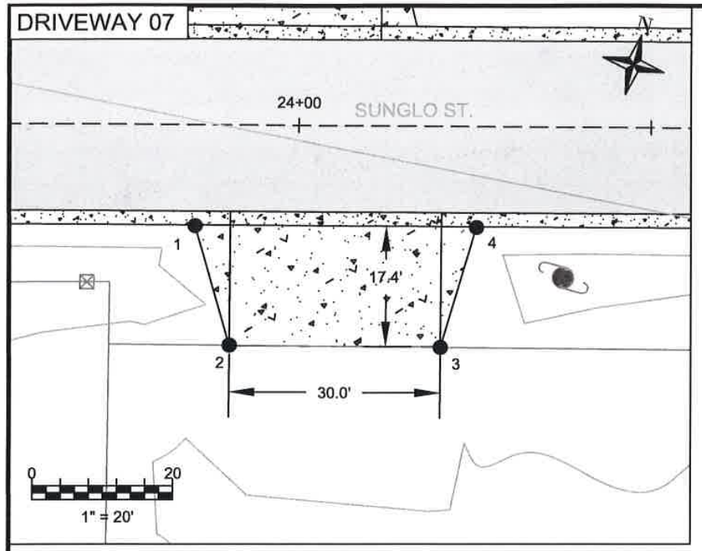
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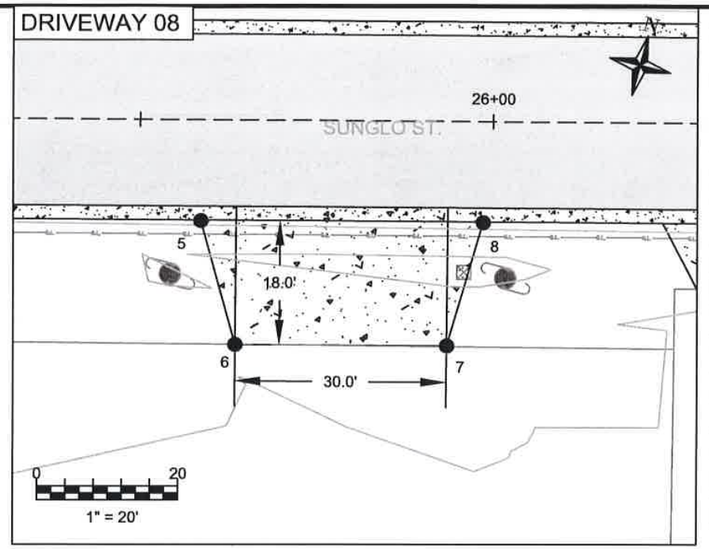
SUNGLO STREET PAVING
BOND PROJECT
CONCRETE GRADE PLANS
3 OF 9

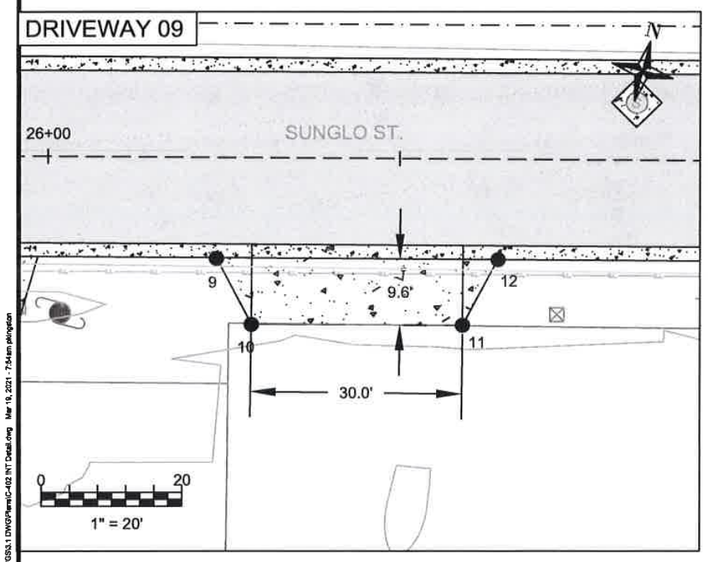
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OF 60

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DRIVEWAY 07				
NO.	DESCRIPTION	NORTHING	EASTING	ELEVATION
1	FG	10682891.00	1749073.83	2796.15
2	FG	10682875.57	1749083.00	2796.60
3	FG	10682883.03	1749112.06	2796.51
4	FG	10682901.09	1749112.54	2796.07
DRIVEWAY 08				
NO.	DESCRIPTION	NORTHING	EASTING	ELEVATION
5	FG	10682934.67	1749241.52	2795.81
6	FG	10682918.65	1749250.84	2796.06
7	FG	10682926.11	1749279.89	2796.17
8	FG	10682944.76	1749280.23	2795.74
DRIVEWAY 09				
NO.	DESCRIPTION	NORTHING	EASTING	ELEVATION
9	FG	10682951.16	1749304.80	2795.69
10	FG	10682943.29	1749312.03	2796.27
11	FG	1082950.88	1749341.05	2796.35
12	FG	10682961.24	1749343.51	2795.61

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Rev No.	Date	Description
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APPROVED: JCF
VERT.: N/A
HORIZ.: 1 : 20
PROJECT NO.: BP19-04
Date: MAR 2021

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SUNGLO STREET PAVING
BOND PROJECT
CONCRETE GRADE PLANS
4 OF 9

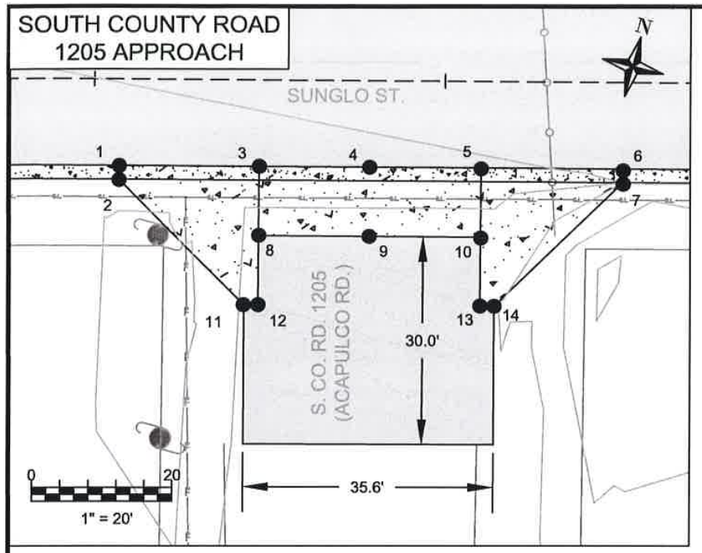
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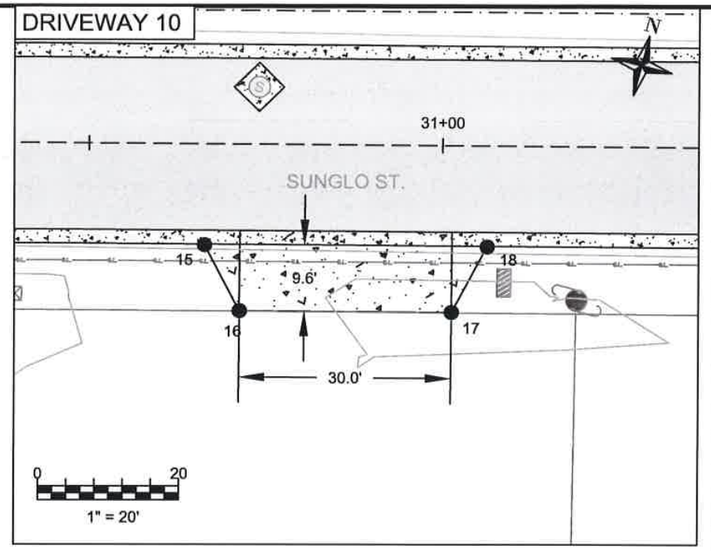
STATE OF TEXAS
MAR 23 2021
JOSHUA C. FERGUSON
117692
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PROFESSIONAL ENGINEER

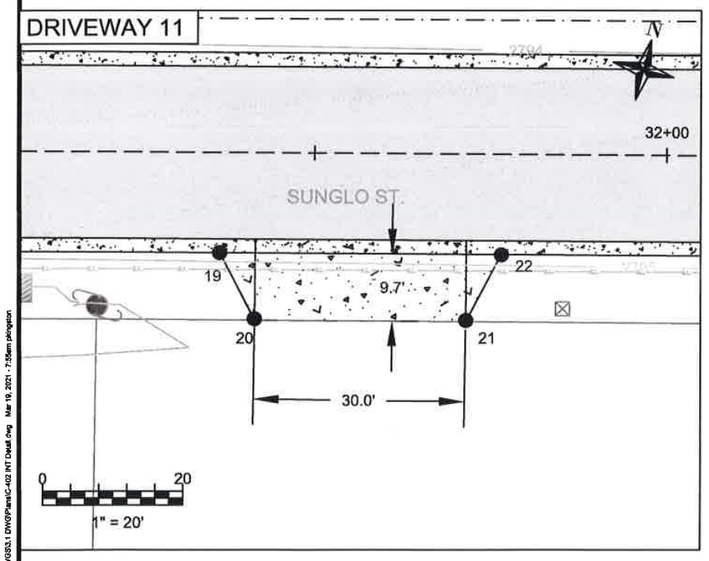
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OF 60

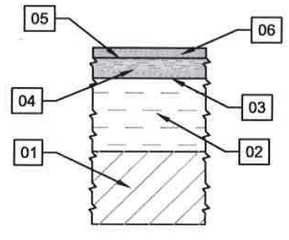
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SOUTH COUNTY ROAD 1205 APPROACH				
NO.	DESCRIPTION	NORTHING	EASTING	ELEVATION
1	FG EP	10683023.63	1749574.79	2795.12
2	FG	10683021.71	1749575.29	2795.14
3	FG EP	10683028.59	1749594.17	2795.08
4	FG EP	10683032.66	27149609.45	2795.05
5	FG EP	10683036.64	1749624.75	2795.02
6	FG EP	10683041.66	1749644.22	2794.98
7	FG	10683039.69	1749644.74	2795.00
8	FG	10683018.99	1749596.66	2794.95
9	FG	10683022.98	1749611.97	2794.95
10	FG	10683026.97	1749627.27	2794.95
11	FG	10683008.81	1749597.25	2794.83
12	FG	10683009.32	1749599.18	2794.83
13	FG	10683017.29	1749629.79	2794.83
14	FG	10683017.79	1749631.73	2794.83
DRIVEWAY 10				
NO.	DESCRIPTION	NORTHING	EASTING	ELEVATION
15	FG	10683062.65	1749732.91	2794.82
16	FG	10683054.72	1749740.14	2795.81
17	FG	10683062.19	1749769.19	2796.63
18	FG	10683072.73	1749771.61	2794.74
DRIVEWAY 11				
NO.	DESCRIPTION	NORTHING	EASTING	ELEVATION
19	FG	10683080.34	1749800.83	2794.68
20	FG	10683072.30	1749808.09	2795.17
21	FG	10683079.87	1749837.12	2795.25
22	FG	10683090.41	1749839.51	2794.61



LEGEND:

01 8" SUBGRADE BASE

02 12" FLEXIBLE BASE

03 PRIME COAT

04 3" TYPE C HOTMIX

05 TACK COAT

06 2" TYPE D HOTMIX

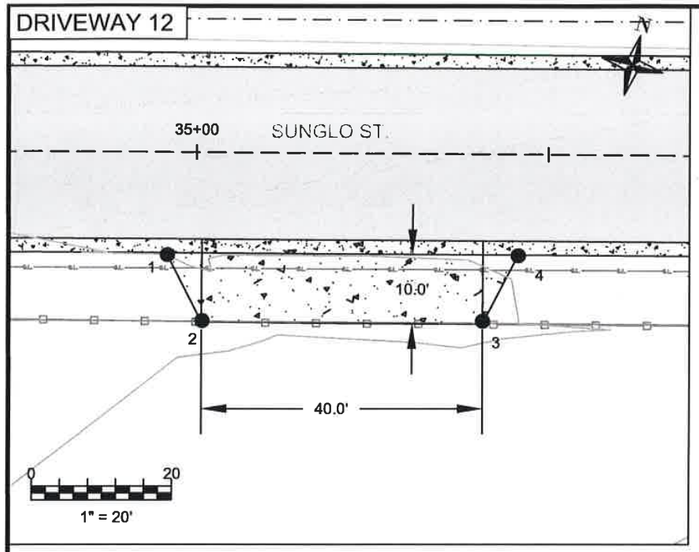
S. CO. RD. 1205 CROSS SECTION

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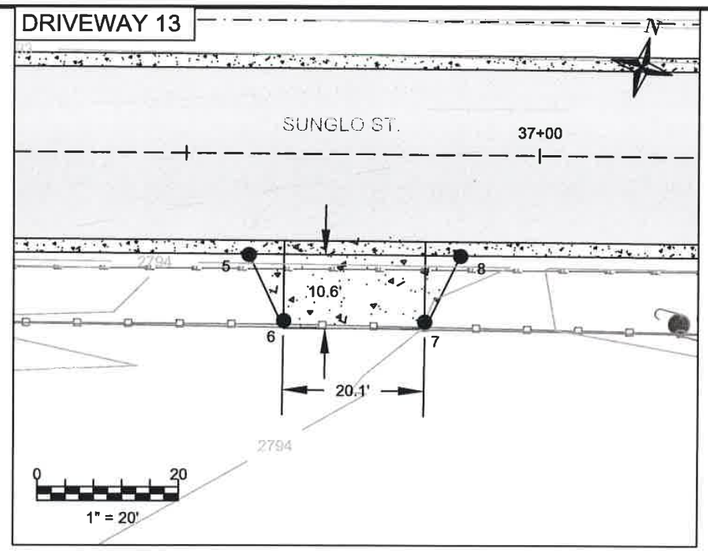
Josh Ferguson

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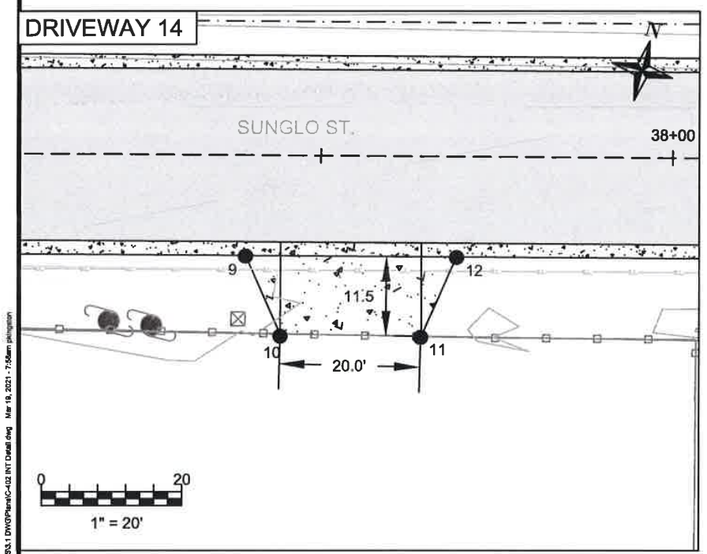
DRIVEWAY 12



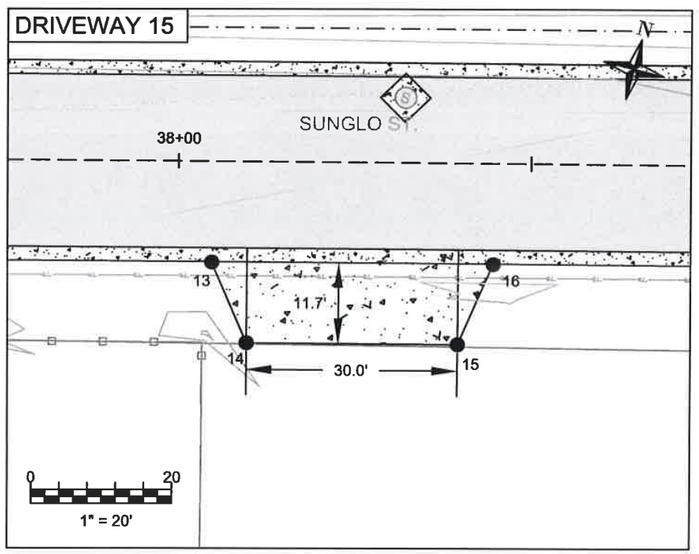
DRIVEWAY 13



DRIVEWAY 14



DRIVEWAY 15



DRIVEWAY 12				
NO.	DESCRIPTION	NORTHING	EASTING	ELEVATION
1	FG	10683170.85	1750148.40	2793.98
2	FG	10683162.64	1750155.71	2794.17
3	FG	10683172.64	1750194.44	2794.14
4	FG	10683183.45	1750196.79	2793.89
DRIVEWAY 13				
NO.	DESCRIPTION	NORTHING	EASTING	ELEVATION
5	FG	10683211.96	1750306.25	2793.68
6	FG	10683203.09	1750313.69	2794.27
7	FG	10683207.96	1750333.14	2793.99
8	FG	10683219.52	1750335.29	2793.61
DRIVEWAY 14				
NO.	DESCRIPTION	NORTHING	EASTING	ELEVATION
9	FG	10683232.32	1750384.08	2793.51
10	FG	10683222.65	1750391.72	2793.93
11	FG	10683227.54	1750411.21	2793.84
12	FG	10683239.33	1750413.02	2793.45
DRIVEWAY 15				
NO.	DESCRIPTION	NORTHING	EASTING	ELEVATION
13	FG	10683248.71	1750447.36	2793.38
14	FG	10683238.75	1750455.12	2793.72
15	FG	10683246.31	1750484.15	2793.81
16	FG	10683258.79	1750486.07	2793.30

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MAR 23 2021
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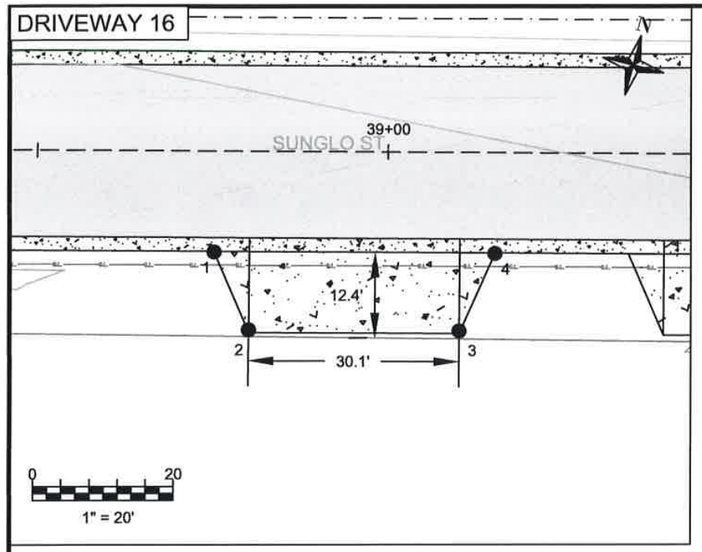
SUNGLO STREET PAVING
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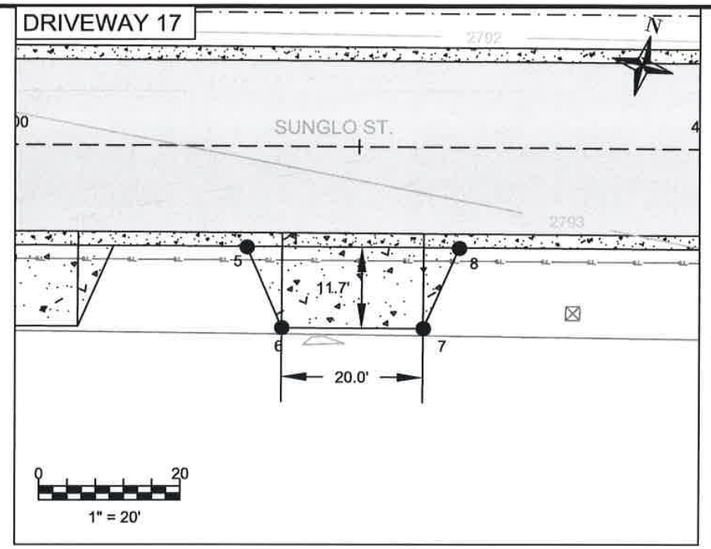
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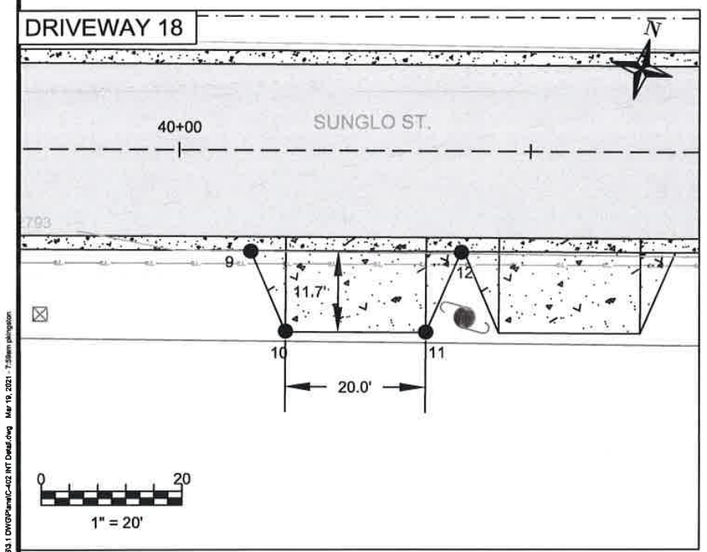
DRIVEWAY 16



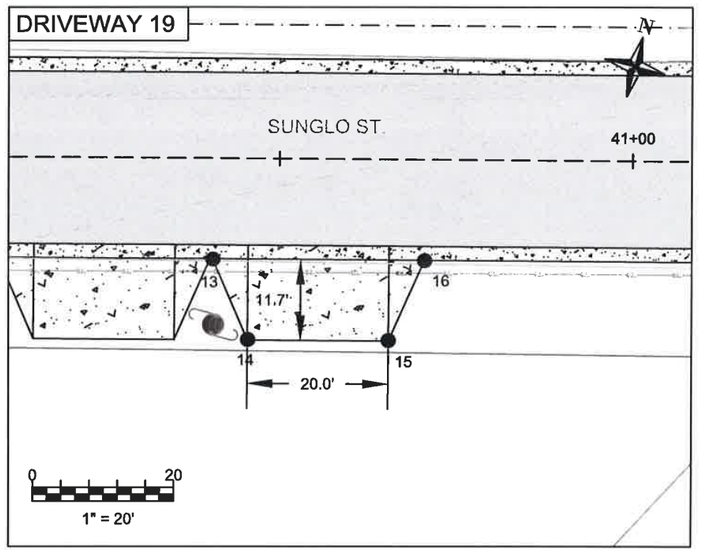
DRIVEWAY 17



DRIVEWAY 18



DRIVEWAY 19



DRIVEWAY 16				
NO.	DESCRIPTION	NORTHING	EASTING	ELEVATION
1	FG	10683266.49	1750515.62	2793.24
2	FG	10683256.52	1750523.38	2793.45
3	FG	10683264.08	1750552.41	2793.36
4	FG	10683276.57	1750554.33	2793.16
DRIVEWAY 17				
NO.	DESCRIPTION	NORTHING	EASTING	ELEVATION
5	FG	10683281.34	1750572.66	2793.13
6	FG	10683271.35	1750580.42	2793.89
7	FG	10683276.39	1750599.78	2793.81
8	FG	10683288.90	1750601.69	2793.07
DRIVEWAY 18				
NO.	DESCRIPTION	NORTHING	EASTING	ELEVATION
9	FG	10683300.50	1750646.22	2793.00
10	FG	10683290.51	1750653.99	2793.54
11	FG	10683295.55	1750673.35	2793.70
12	FG	10683308.06	1750675.26	2793.00
DRIVEWAY 19				
NO.	DESCRIPTION	NORTHING	EASTING	ELEVATION
13	FG	10683308.16	1750675.64	2793.00
14	FG	10683298.17	1750683.41	2793.57
15	FG	10683303.21	1750702.76	2793.54
16	FG	10683315.72	1750704.67	2792.86

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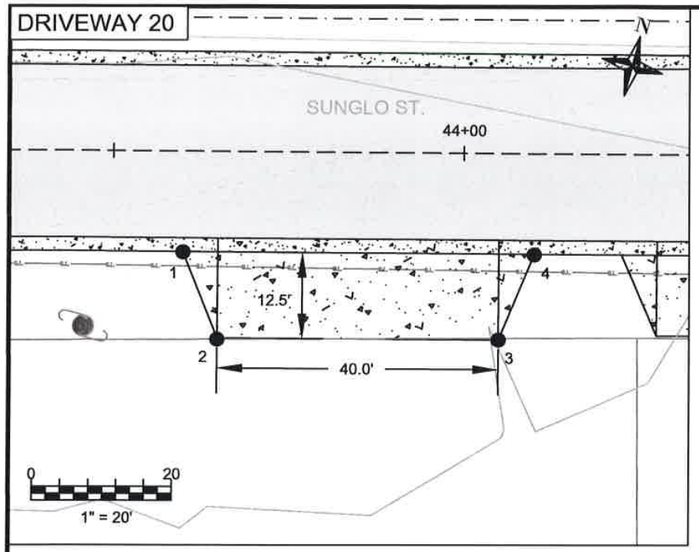
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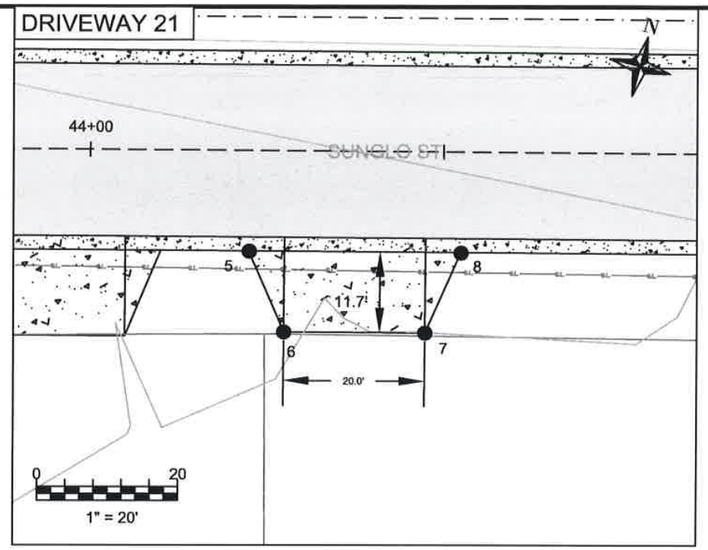
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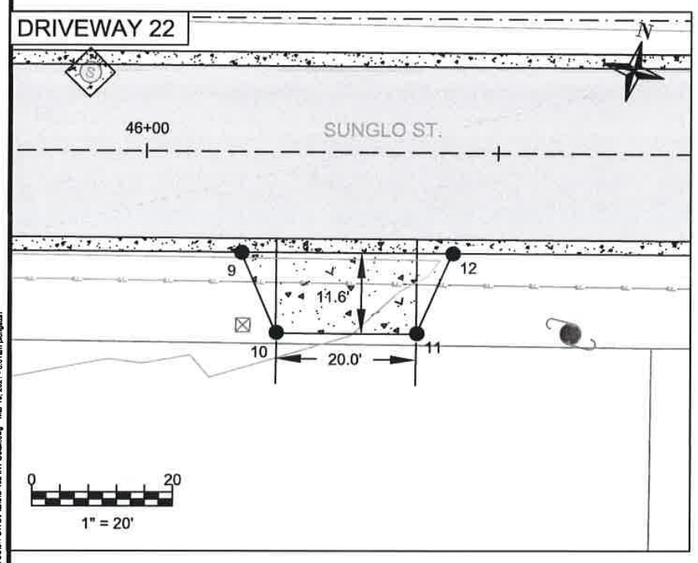
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DRIVEWAY 20				
NO.	DESCRIPTION	NORTHING	EASTING	ELEVATION
1	FG	10683388.75	1750984.77	2792.30
2	FG	10683377.93	1750992.78	2792.21
3	FG	10683388.28	1751031.42	2791.99
4	FG	10683401.27	1751033.18	2792.20
DRIVEWAY 21				
NO.	DESCRIPTION	NORTHING	EASTING	ELEVATION
5	FG	10683404.42	1751045.24	2792.17
6	FG	10683394.46	1751053.00	2792.08
7	FG	10683399.50	1751072.36	2792.00
8	FG	10683411.98	1751074.27	2792.12
DRIVEWAY 22				
NO.	DESCRIPTION	NORTHING	EASTING	ELEVATION
9	FG	10683452.56	1751230.09	2791.80
10	FG	10683442.59	1751237.86	2792.24
11	FG	10683447.87	1751257.25	2791.79
12	FG	10683460.12	1751259.13	2791.74

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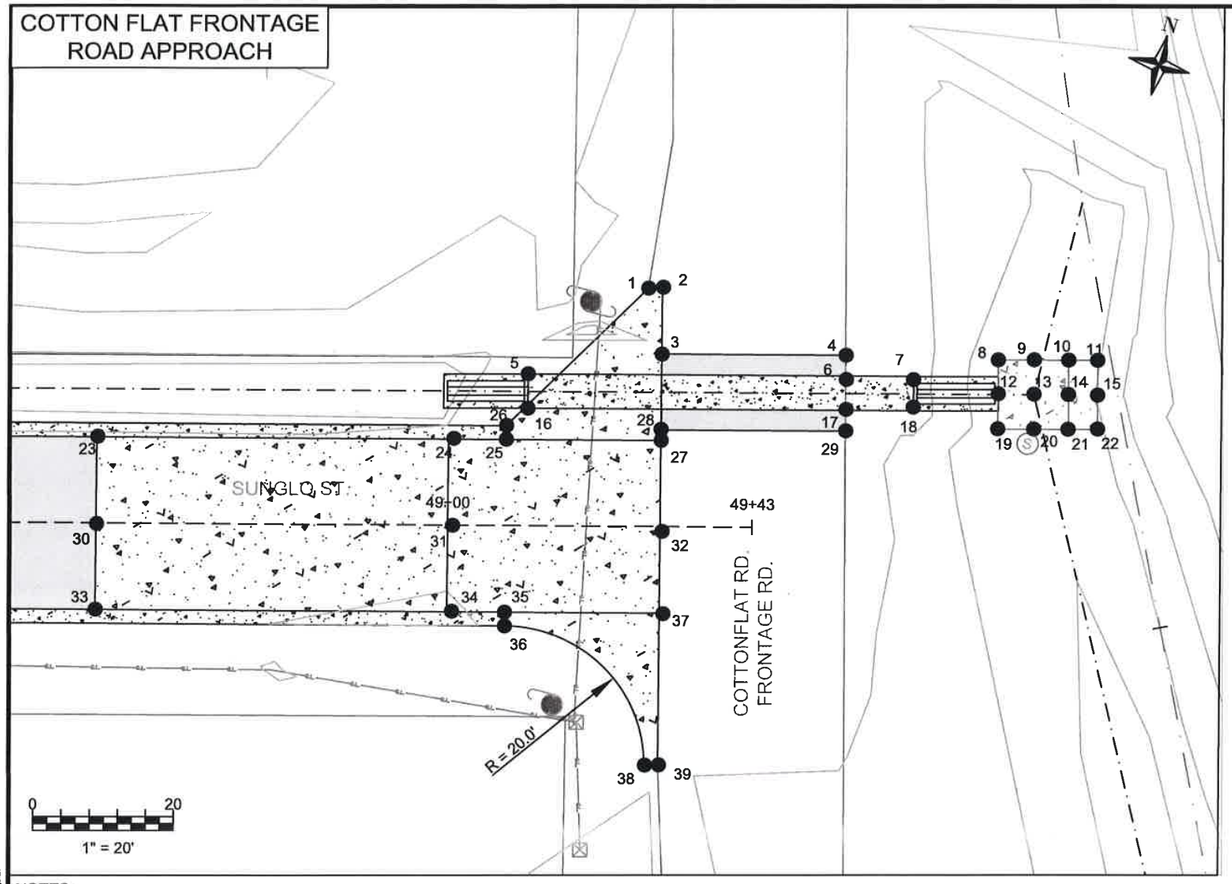
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COTTON FLAT FRONTAGE ROAD APPROACH



NOTES:

1. CONCRETE BOX CULVERT IS TO BE SET FLUSH WITH FINISHED SURFACE ON COTTON FLAT FRONTAGE ROAD. CONCRETE FILLET IS TO BE POURED ON EITHER SIDE OF BOX CULVERT AS TWO SEPARATE CONCRETE SLABES SET FLUSH WITH CULVERT BOX TOP SURFACE.
2. THICKENED EDGE HMAC IS TO BE USED ON EITHER SIDE OF CONCRETE BOX CULVERT IN COTTON FLAT FRONTAGE ROAD PAVEMENT PER DETAIL D08, SHEET 52.
3. SEE SHEET 47 FOR CONCRETE CULVERT PROFILE.
4. SEE SHEET 56 THROUGH 60 FOR CONCRETE CULVERT AND END TREATMENT DETAILS.

COTTONFLAT FRONTAGE ROAD APPROACH				
NO.	DESCRIPTION	NORTHING	EASTING	ELEVATION
1	FG	10683579.32	1751522.22	2791.43
2	EX EP	10683579.82	1751524.16	2791.46
3	EX EP	10683570.63	1751526.55	2791.53
4	EX EP	10683577.20	1751551.78	2791.49
5	CULV	10683562.95	1751508.97	2791.56
6	CULV	10683574.29	1751552.54	2791.49
7	CULV	10683576.72	1751561.84	2791.48
8	FG	10683582.13	1751572.78	2789.38
9	FG	10683583.44	1751577.74	2789.17
10	FG	10683584.68	1751582.45	2789.22
11	FG	10683585.73	1751586.45	2789.90
12	FG	10683577.28	1751574.04	2789.18
13	FG	10683578.58	1751579.02	2789.06
14	FG	10683579.87	1751583.73	2789.13
15	FG	10683580.93	1751587.72	2790.09
16	CULV	10683558.16	1751510.24	2791.57
17	CULV	10683569.50	1751553.80	2791.49
18	CULV	10683571.92	1751563.09	2791.48
19	FG	10683572.66	1751575.30	2789.33
20	FG	10683573.77	1751580.28	2789.06
21	FG	10683575.23	1751584.96	2789.08
22	FG	10683576.06	1751589.00	2789.77
23	FG	10683538.58	1751452.08	2791.19
24	FG	10683551.11	1751501.12	2791.32
25	FG	10683552.99	1751508.41	2791.22
26	FG	10683554.93	1751507.91	2791.22
27	EX EP	10683558.54	1751529.70	2791.25
28	EX EP	10683559.99	1751529.32	2791.53
29	EX EP	10683566.59	1751554.54	2791.50
30	CL FG	10683526.29	1751455.19	2791.19
31	CL FG	10683539.07	1751504.24	2791.10
32	EX CL	10683546.51	1751532.83	2791.25
33	FG	10683514.14	1751458.33	2791.07
34	FG	10683526.92	1751507.40	2790.97
35	FG	10683528.82	1751514.71	2791.05
36	FG	10683526.88	1751515.21	2791.05
37	EX EP	10683534.36	1751535.99	2791.25
38	FG	10683512.57	1751539.60	2791.05
39	EX EP	10683513.15	1751541.51	2791.03

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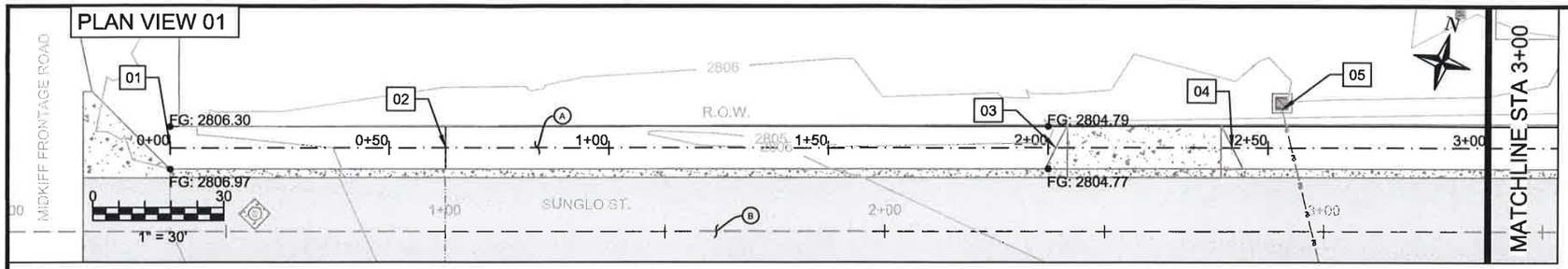
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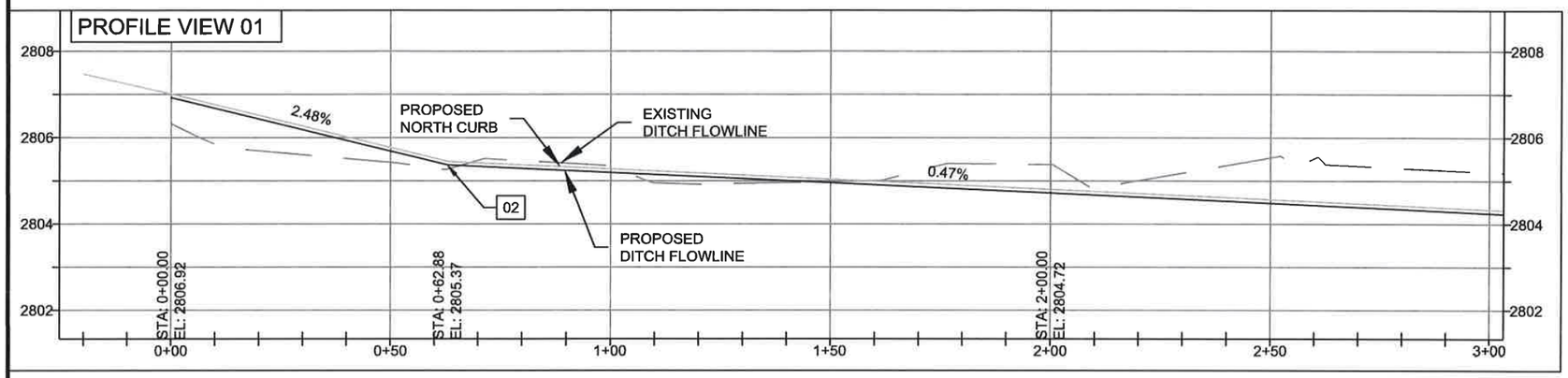
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DITCH KEYED NOTES

01 STA: 0+00.00
BEGIN STREET SECTION A-A
SEE SHEET 8.
NORTH DITCH EDGE (5.0', N)
EXISTING: 2806.30
DITCH FLOWLINE: 2806.30

DITCH FLOWLINE
EXISTING: 2806.32
DITCH FLOWLINE: 2806.92

SOUTH DITCH EDGE (5.0' S)
EXISTING: 2806.34
DITCH FLOWLINE: 2806.97

02 STA: 0+62.88
END STREET SECTION A-A
BEGIN STREET SECTION B-B
GRADE BREAK
NORTH DITCH EDGE (5.0', N)
EXISTING: 2805.33
DITCH FLOWLINE: 2805.33

DITCH FLOWLINE
EXISTING: 2805.26
DITCH FLOWLINE: 2805.37

SOUTH DITCH EDGE (5.0', S)
EXISTING: 2805.19
DITCH FLOWLINE: 2805.42

03 STA: 2+01.44 (FL)
START CONCRETE DRIVEWAY
SEE SHEET 28, DRIVEWAY 01.

04 STA: 2+42.18 (FL)
END CONCRETE DRIVEWAY
SEE SHEET 28, DRIVEWAY 01.

05 STA: 2+53.23 (8.9', N)
CAUTION: EXISTING FIBER OPTIC VAULT.

CONSTRUCTION KEYED NOTES

A. REMOVE ALL IMPERVIOUS MATERIAL FROM DITCH AREA AND RETAIN 6" TOP SOIL FOR STABILIZATION AND SEEDING.

B. SEE ROAD PLAN AND PROFILE ON SHEETS 17 THROUGH 29.

C. DITCH WIDTH IS 10' UNLESS OTHERWISE NOTED.

D. END NORTH DITCH EDGE PER SHEETS 7 - 9.

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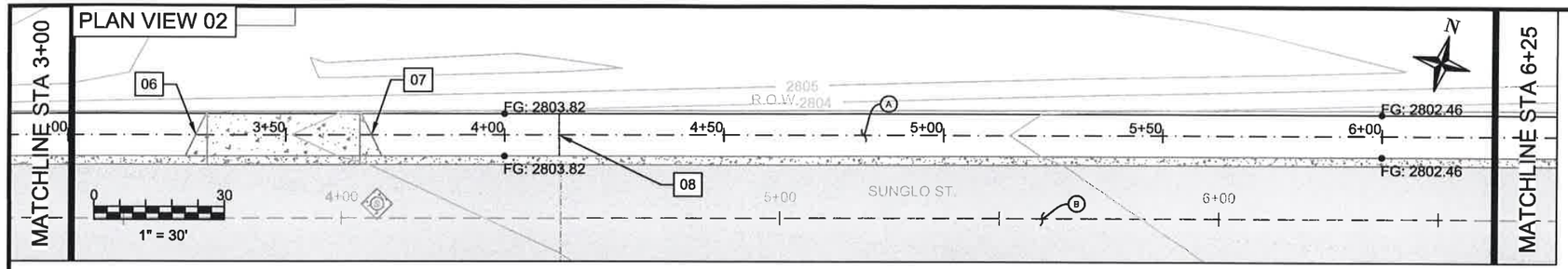
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1 OF 9

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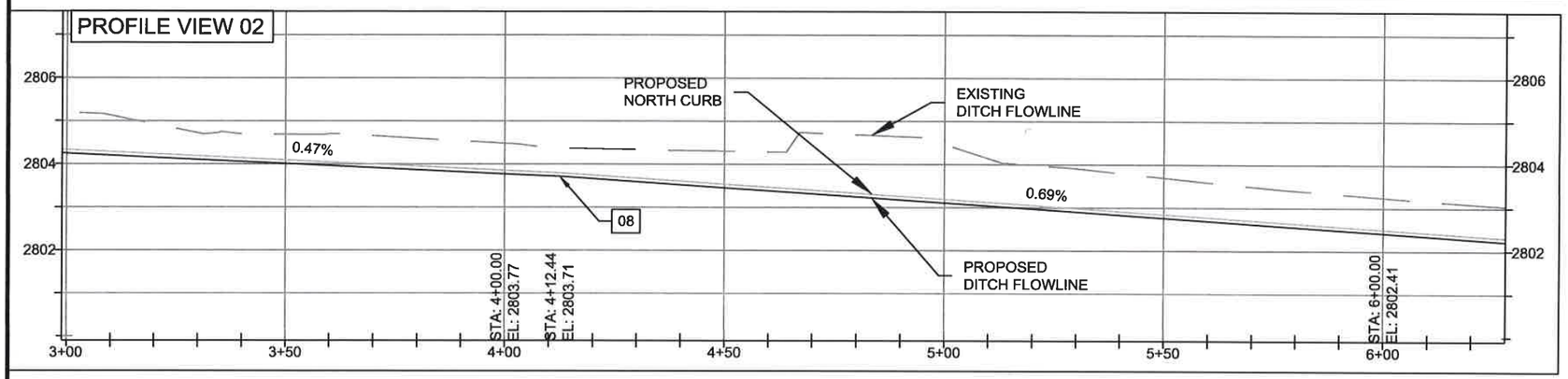
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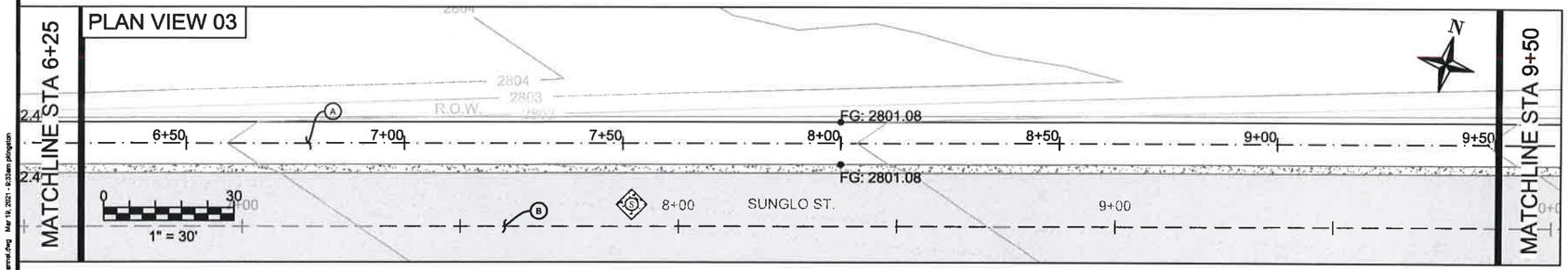
PLAN VIEW 02



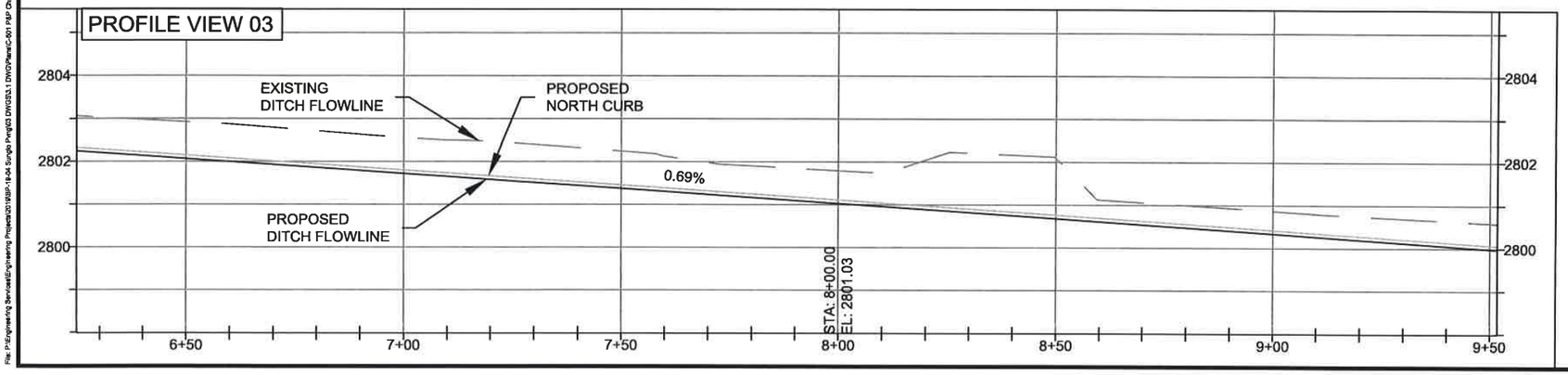
PROFILE VIEW 02



PLAN VIEW 03



PROFILE VIEW 03



DITCH KEYED NOTES

06 STA: 3+29.15 (FL)
START CONCRETE DRIVEWAY
SEE SHEET 28, DRIVEWAY 02.

07 STA: 3+69.76 (FL)
END CONCRETE DRIVEWAY
SEE SHEET 28, DRIVEWAY 02.

08 STA: 4+12.44
GRADE BREAK
NORTH DITCH EDGE (5.0', N)
EXISTING: 2804.66
DITCH FLOWLINE: 2803.76

DITCH FLOWLINE
EXISTING: 2804.37
DITCH FLOWLINE: 2803.71

SOUTH DITCH EDGE (5.0', S)
EXISTING: 2804.26
DITCH FLOWLINE: 2803.76

CONSTRUCTION KEYED NOTES

A. REMOVE ALL IMPERVIOUS MATERIAL FROM DITCH AREA AND RETAIN 6" TOP SOIL FOR STABILIZATION AND SEEDING.

B. SEE ROAD PLAN AND PROFILE ON SHEETS 17 THROUGH 29.

C. DITCH WIDTH IS 10' UNLESS OTHERWISE NOTED.

D. END NORTH DITCH EDGE PER SHEETS 7 - 9.

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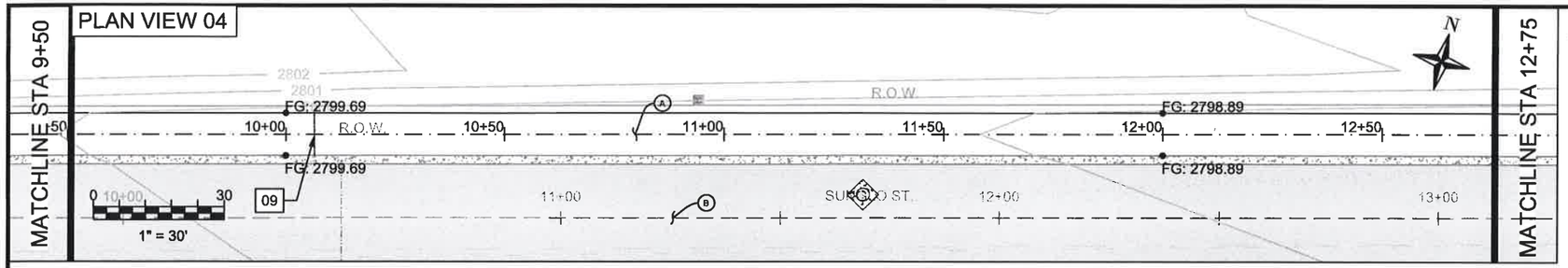
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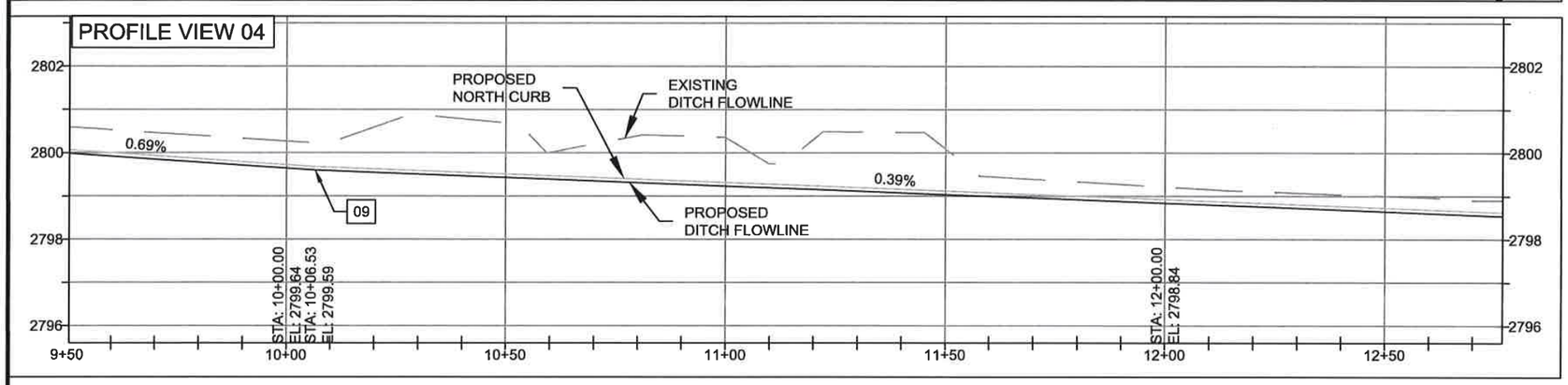
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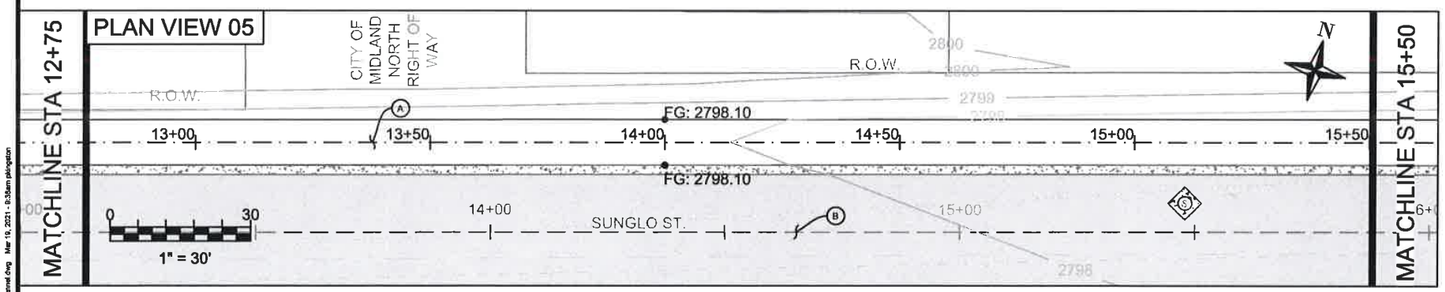
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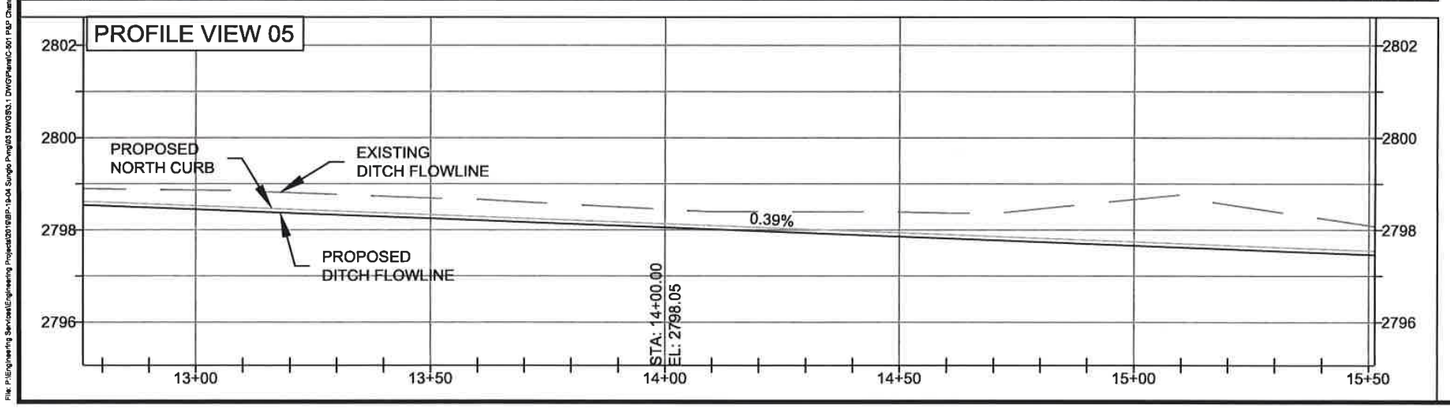
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DITCH KEYED NOTES

09 STA: 10+06.53
GRADE BREAK
NORTH DITCH EDGE (5.0', N)
EXISTING: 2800.75
DITCH FLOWLINE: 2799.64

DITCH FLOWLINE
EXISTING: 2800.23
DITCH FLOWLINE: 2799.59

SOUTH DITCH EDGE (5.0', S)
EXISTING: 2800.14
DITCH FLOWLINE: 2799.64

CONSTRUCTION KEYED NOTES

A. REMOVE ALL IMPERVIOUS MATERIAL FROM DITCH AREA AND RETAIN 6" TOP SOIL FOR STABILIZATION AND SEEDING.

B. SEE ROAD PLAN AND PROFILE ON SHEETS 17 THROUGH 29.

C. DITCH WIDTH IS 10' UNLESS OTHERWISE NOTED.

D. END NORTH DITCH EDGE PER SHEETS 7 - 9.

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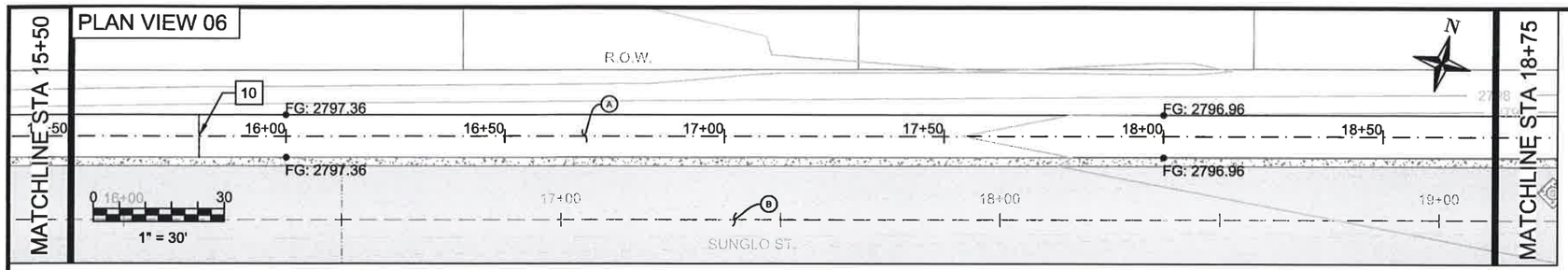
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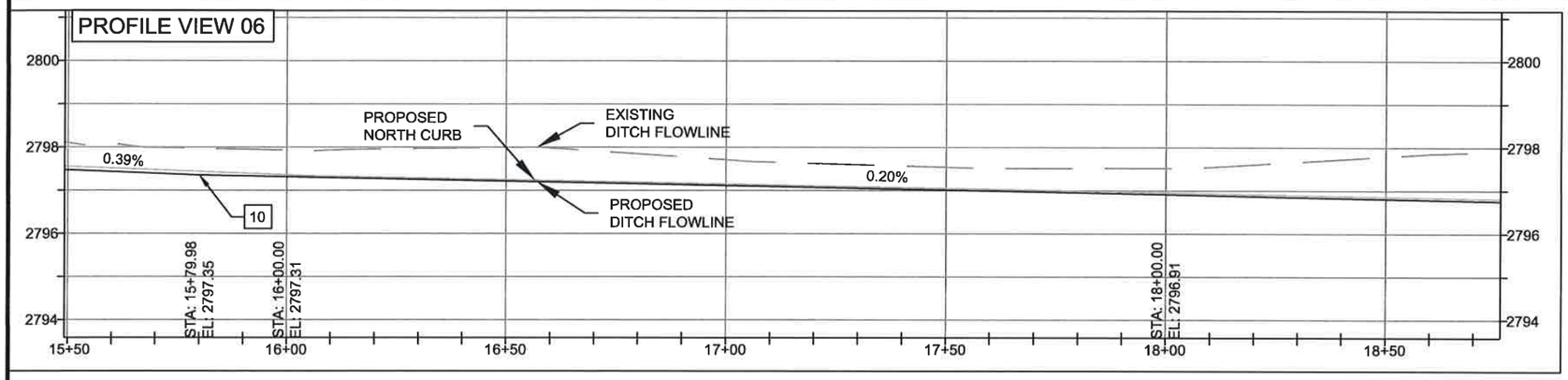
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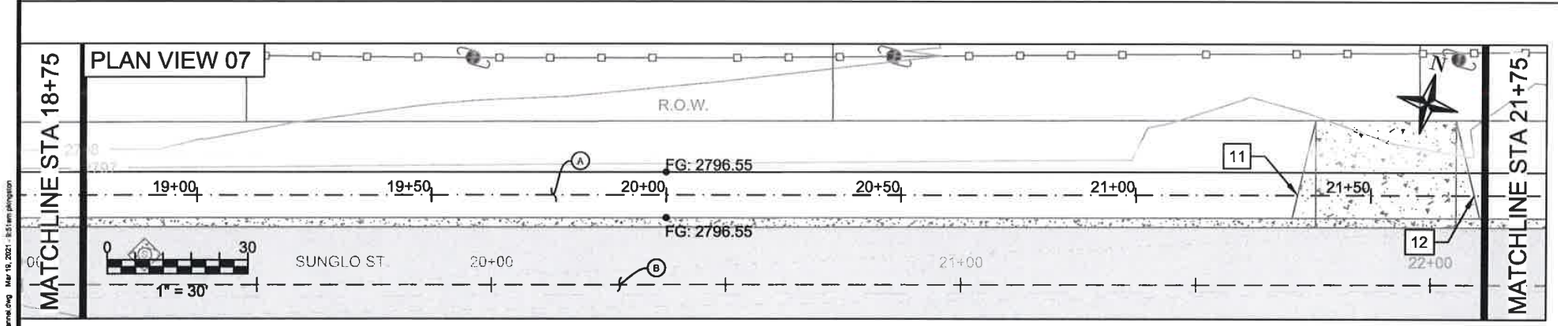
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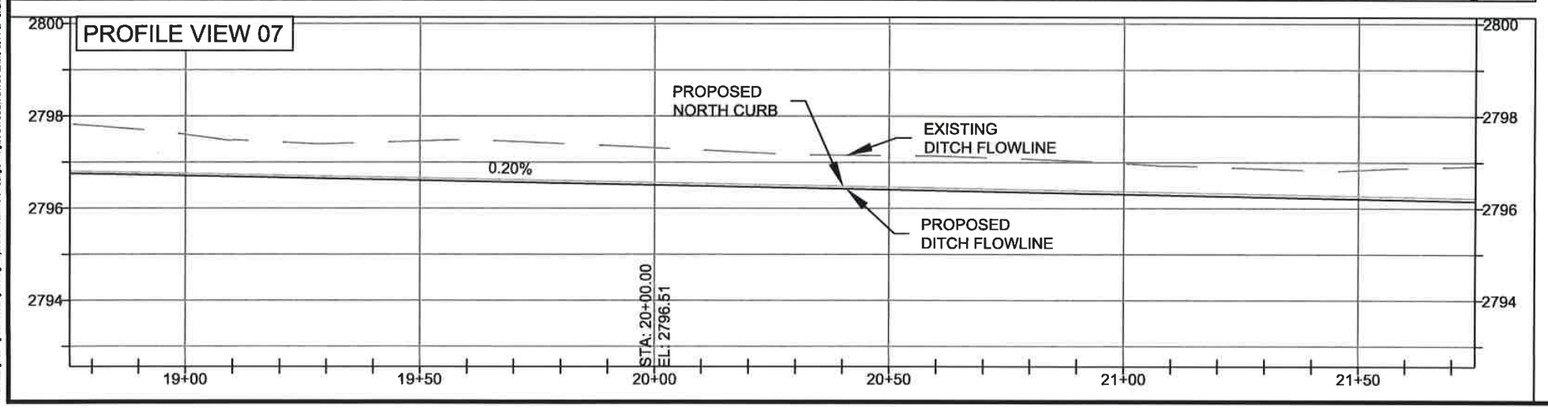
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DITCH KEYED NOTES

10 STA: 15+79.98
GRADE BREAK
NORTH DITCH EDGE (5.0', N)
EXISTING: 2798.37
DITCH FLOWLINE: 2797.40

DITCH FLOWLINE
EXISTING: 2797.97
DITCH FLOWLINE: 2797.35

SOUTH DITCH EDGE (5.0', S)
EXISTING: 2797.81
DITCH FLOWLINE: 2797.40

11 STA: 21+34.41 (FL)
START CONCRETE DRIVEWAY
SEE SHEET 30, DRIVEWAY 04.

12 STA: 21+72.06 (FL)
END CONCRETE DRIVEWAY
SEE SHEET 30, DRIVEWAY 04.

CONSTRUCTION KEYED NOTES

A. REMOVE ALL IMPERVIOUS MATERIAL FROM DITCH AREA AND RETAIN 6" TOP SOIL FOR STABILIZATION AND SEEDING.

B. SEE ROAD PLAN AND PROFILE ON SHEETS 17 THROUGH 29.

C. DITCH WIDTH IS 10' UNLESS OTHERWISE NOTED.

D. END NORTH DITCH EDGE PER SHEETS 7 - 9.

STATE OF TEXAS
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JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER

Josh Ferguson

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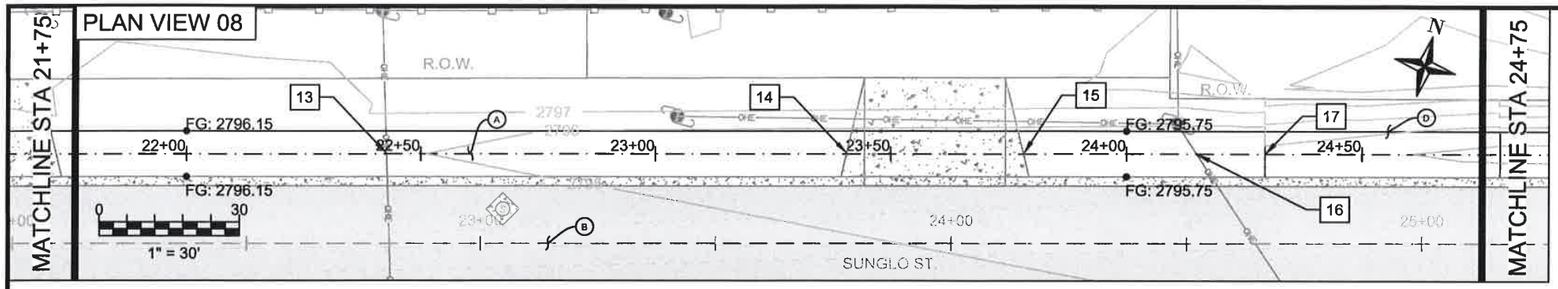
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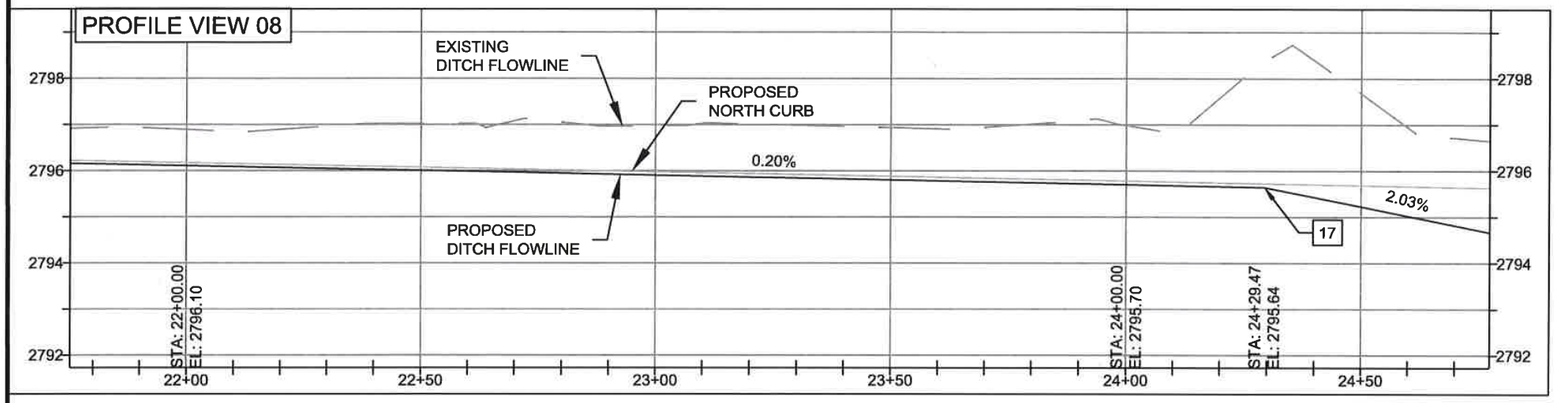
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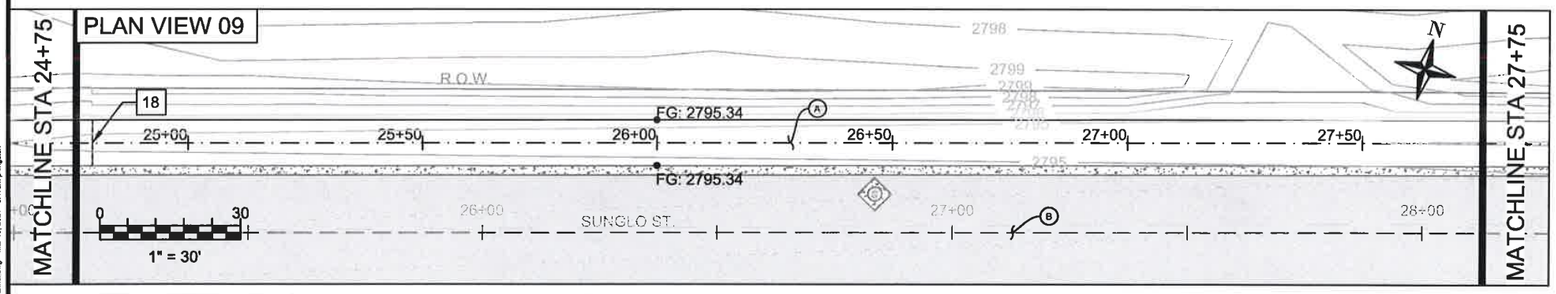
SUNGLO STREET PAVING
BOND PROJECT
DITCH A PLAN & PROFILE
4 OF 9

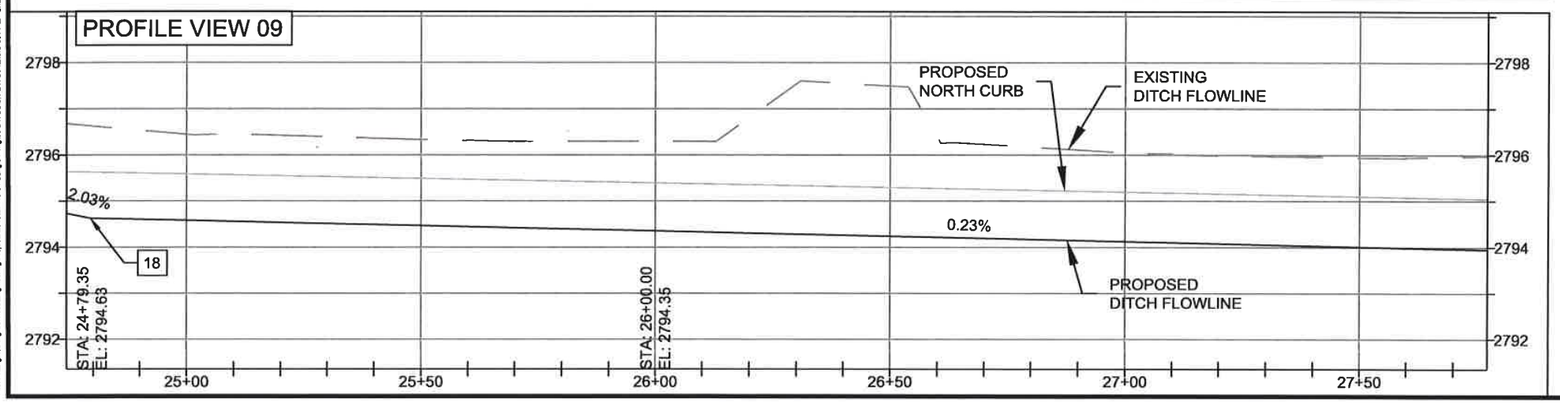
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DITCH KEYED NOTES

13 STA: 22+42.79 (FL)
CAUTION: EXISTING OVERHEAD ELECTRIC LINE CROSSING.

14 STA: 23+40.60 (FL)
START CONCRETE DRIVEWAY
SEE SHEET 30, DRIVEWAY 06.

15 STA: 23+78.28 (FL)
END CONCRETE DRIVEWAY
SEE SHEET 30, DRIVEWAY 06.

16 STA: 24+14.99 (FL)
CAUTION: EXISTING OVERHEAD ELECTRIC LINE CROSSING.

17 STA: 24+29.47
END STREET SECTION B-B
START DITCH TRANSITION
GRADE BREAK
NORTH DITCH EDGE (5.0', N)
EXISTING: 2798.52
DITCH FLOWLINE: 2795.69

DITCH FLOWLINE
EXISTING: 2798.36
DITCH FLOWLINE: 2795.64

SOUTH DITCH EDGE (5.0', S)
EXISTING: 2798.13
DITCH FLOWLINE: 2796.00

18 STA: 24+79.47
END DITCH TRANSITION
BEGIN STREET SECTION C-C
GRADE BREAK
NORTH DITCH EDGE (5.0', N)
EXISTING: 2797.44
DITCH FLOWLINE: 2795.61

DITCH FLOWLINE
EXISTING: 2796.63
DITCH FLOWLINE: 2794.63

SOUTH DITCH EDGE (5.0', S)
EXISTING: 2796.44
DITCH FLOWLINE: 2795.62

CONSTRUCTION KEYED NOTES

A. REMOVE ALL IMPERVIOUS MATERIAL FROM DITCH AREA AND RETAIN 6" TOP SOIL FOR STABILIZATION AND SEEDING.

B. SEE ROAD PLAN AND PROFILE ON SHEETS 17 THROUGH 29.

C. DITCH WIDTH IS 10' UNLESS OTHERWISE NOTED.

D. END NORTH DITCH EDGE PER SHEETS 7 - 9.

STATE OF TEXAS
MAR 23 2021
JOSHUA C. FERGUSON
117692
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PROFESSIONAL ENGINEER

Josh Ferguson

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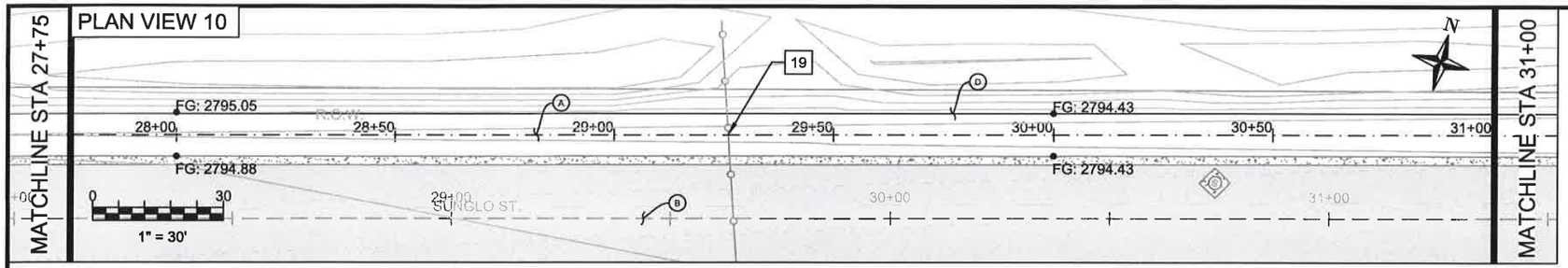
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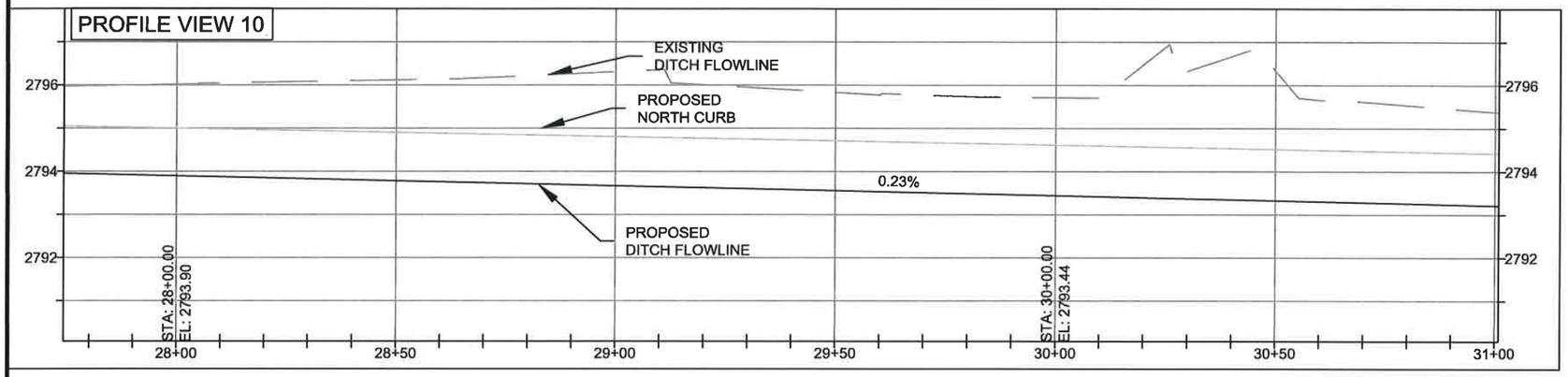
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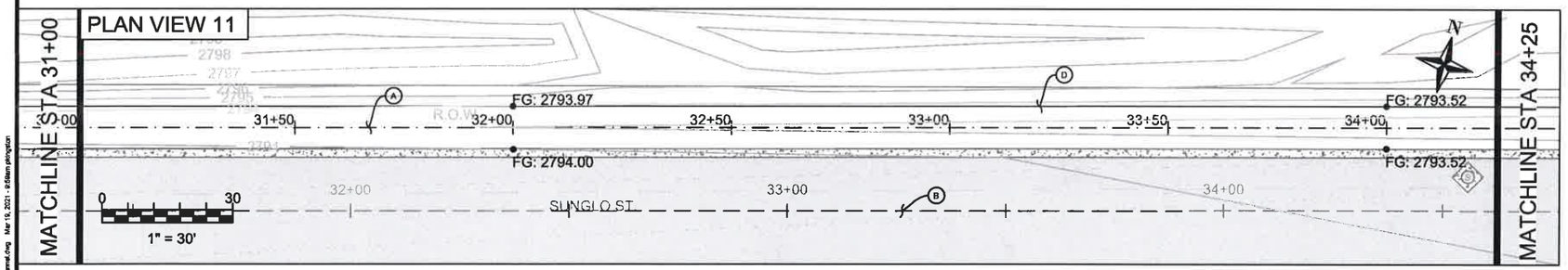
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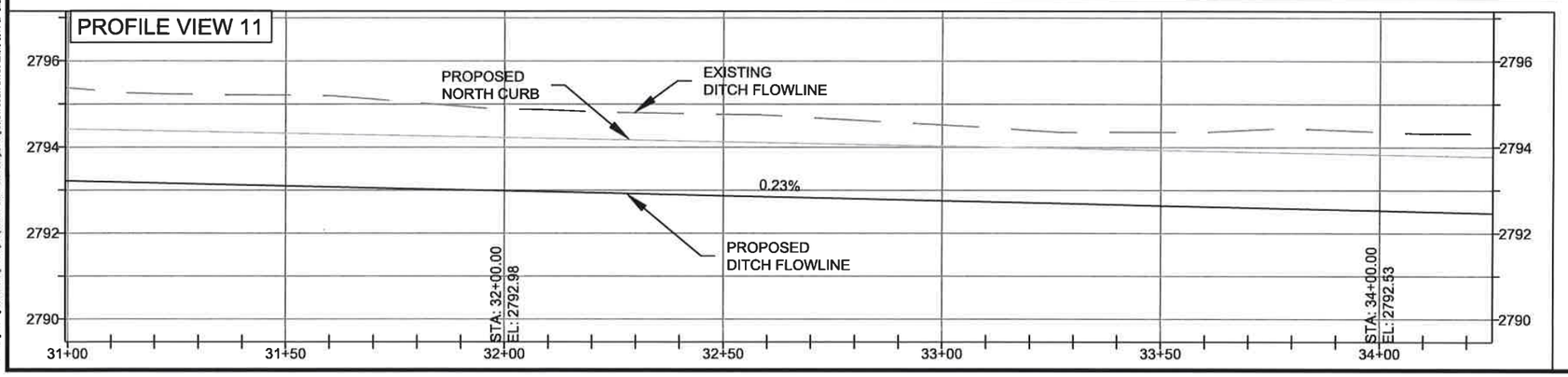
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DITCH KEYED NOTES

19 STA: 29+25.99 (FL)
CAUTION: EXISTING OIL PIPELINE CROSSING.

CONSTRUCTION KEYED NOTES

A. REMOVE ALL IMPERVIOUS MATERIAL FROM DITCH AREA AND RETAIN 6" TOP SOIL FOR STABILIZATION AND SEEDING.

B. SEE ROAD PLAN AND PROFILE ON SHEETS 17 THROUGH 29.

C. DITCH WIDTH IS 10' UNLESS OTHERWISE NOTED.

D. END NORTH DITCH EDGE PER SHEETS 7 - 9.

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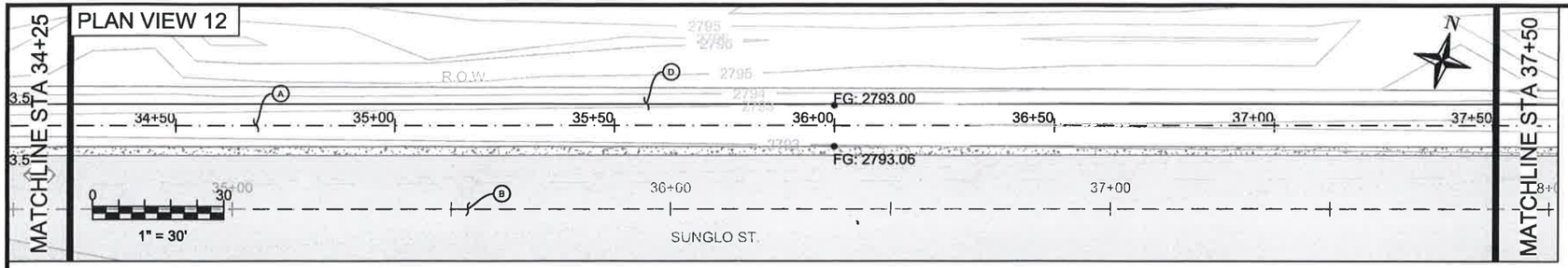
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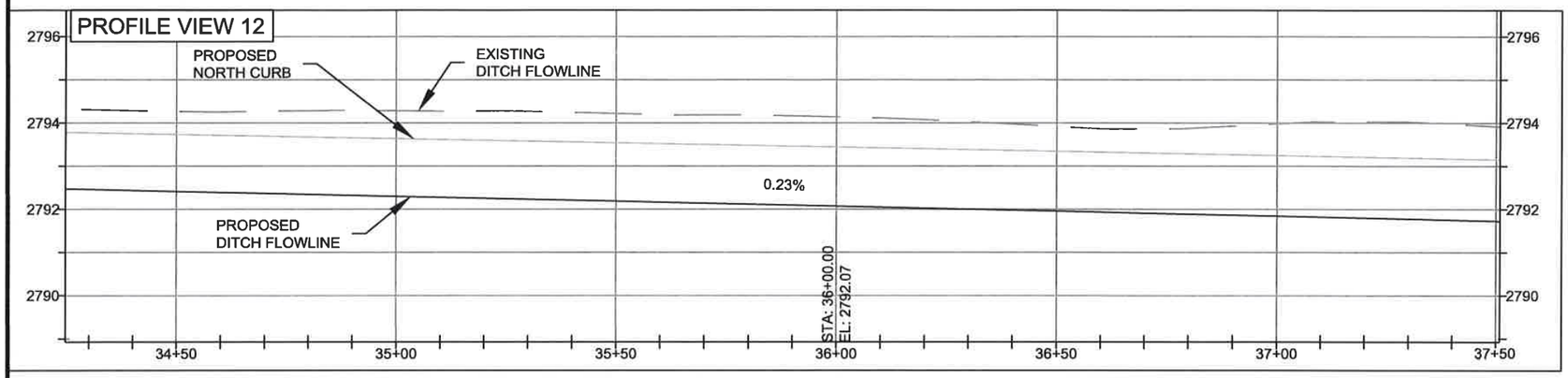
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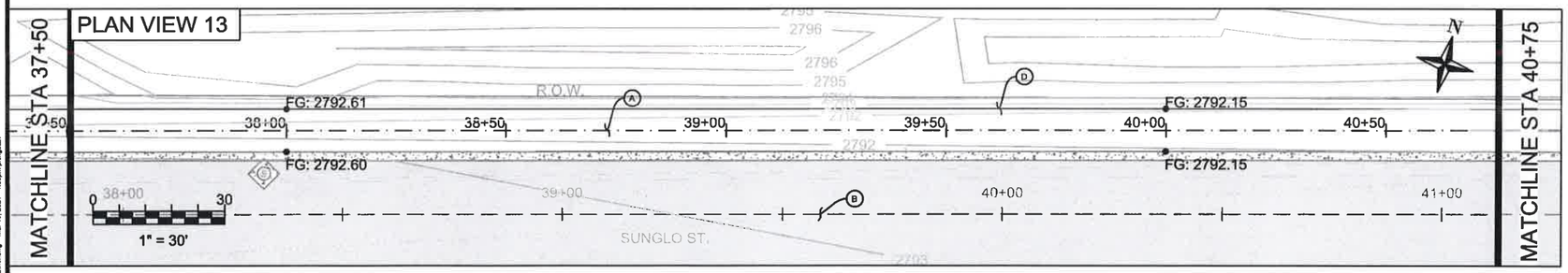
PLAN VIEW 12



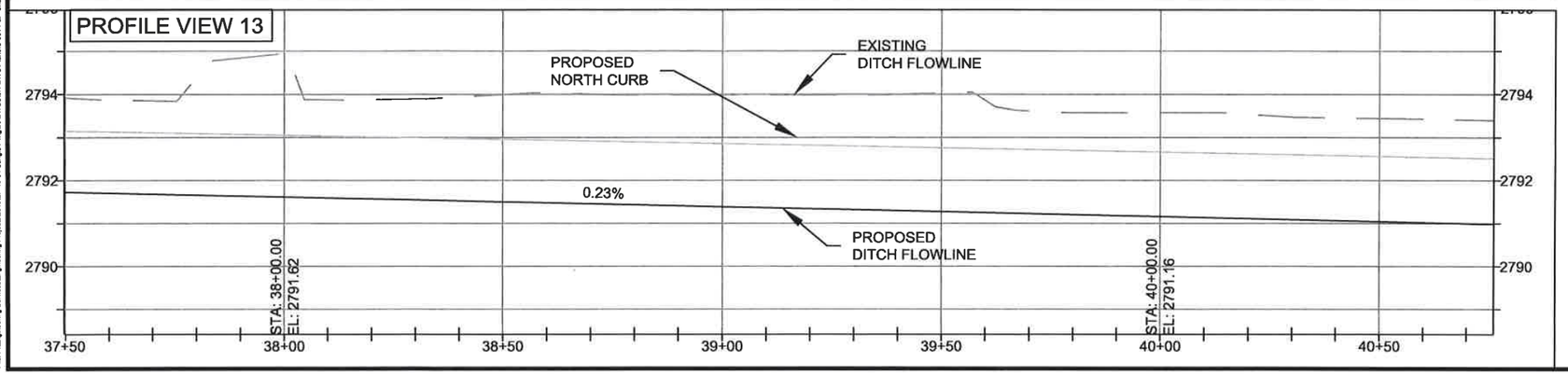
PROFILE VIEW 12



PLAN VIEW 13



PROFILE VIEW 13



CONSTRUCTION KEYED NOTES

A. REMOVE ALL IMPERVIOUS MATERIAL FROM DITCH AREA AND RETAIN 6" TOP SOIL FOR STABILIZATION AND SEEDING.

B. SEE ROAD PLAN AND PROFILE ON SHEETS 17 THROUGH 29.

C. DITCH WIDTH IS 10' UNLESS OTHERWISE NOTED.

D. END NORTH DITCH EDGE PER SHEETS 7 - 9.

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7 OF 9

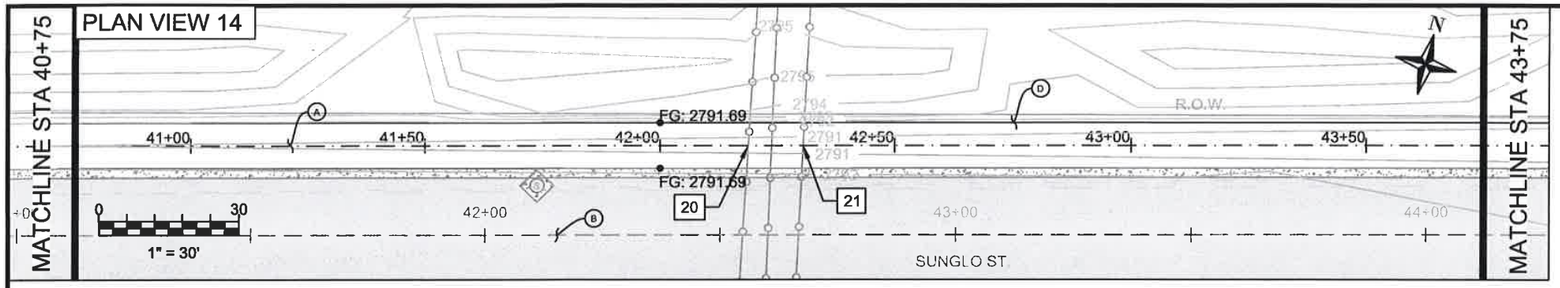
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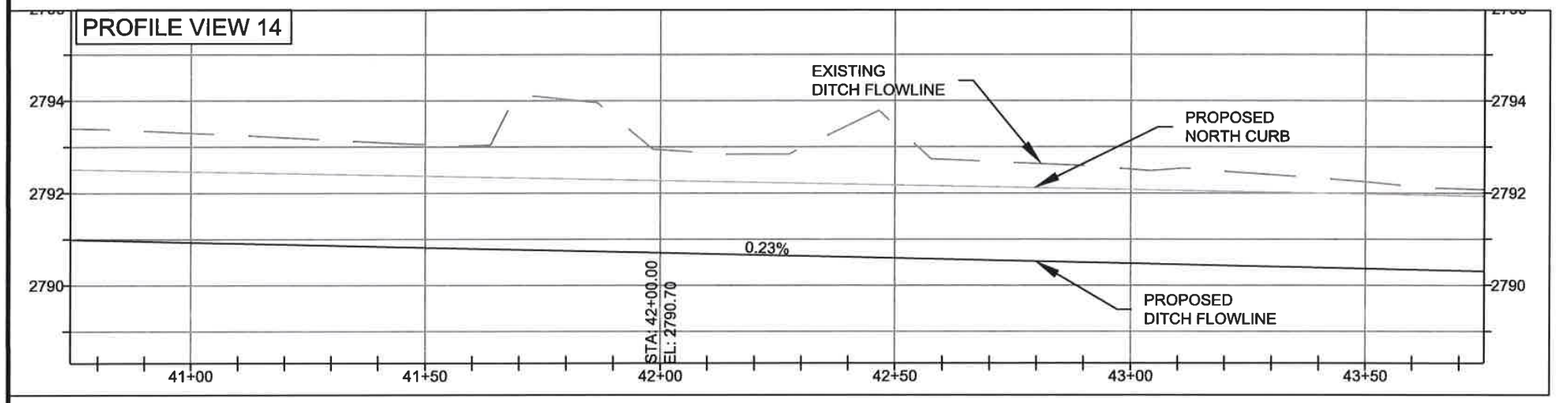
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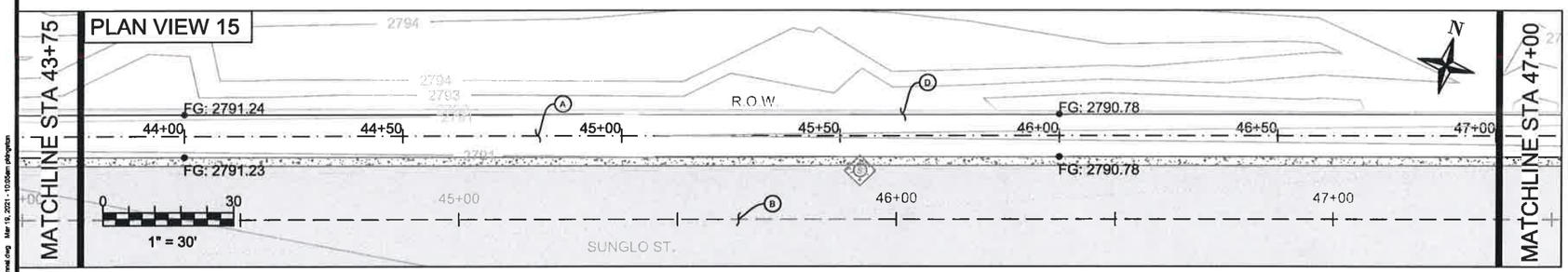
PLAN VIEW 14



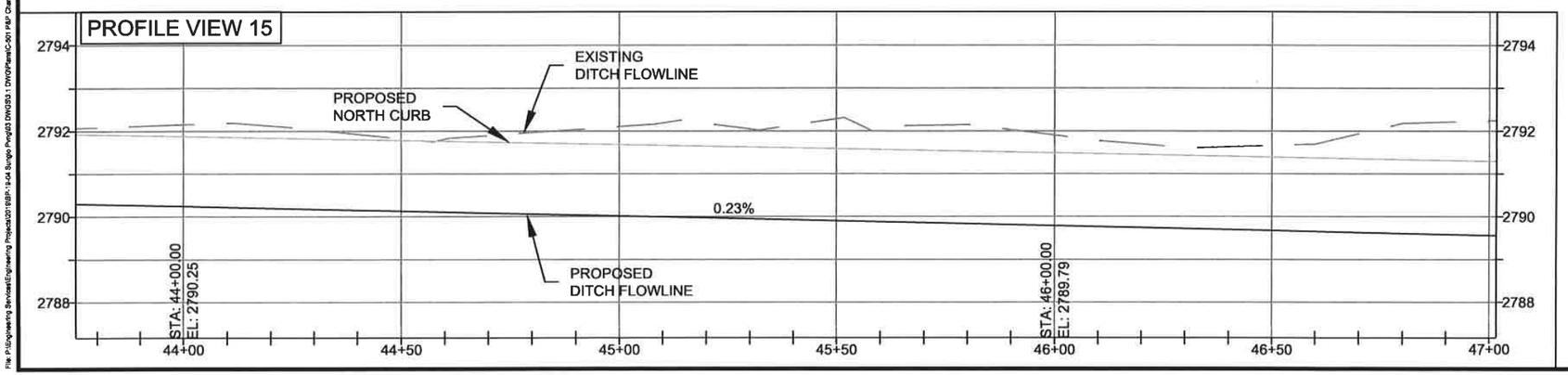
PROFILE VIEW 14



PLAN VIEW 15



PROFILE VIEW 15



DITCH KEYED NOTES

20 STA: 42+18.80 (FL)
CAUTION: EXISTING 3 OIL PIPELINE CROSSING.

21 STA: 42+30.50 (FL)
CAUTION: EXISTING OIL PIPELINE CROSSING.

CONSTRUCTION KEYED NOTES

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B. SEE ROAD PLAN AND PROFILE ON SHEETS 17 THROUGH 29.

C. DITCH WIDTH IS 10' UNLESS OTHERWISE NOTED.

D. END NORTH DITCH EDGE PER SHEETS 7 - 9.

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PROJECT NO.: BP19-04
Date: MAR 2021

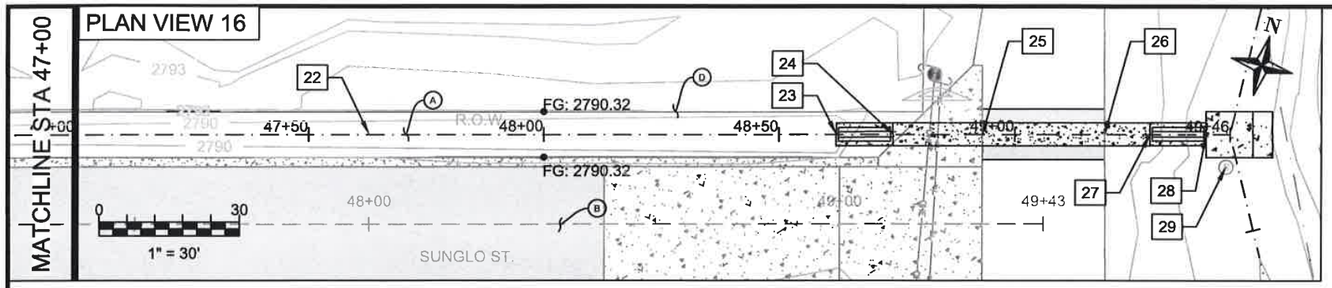
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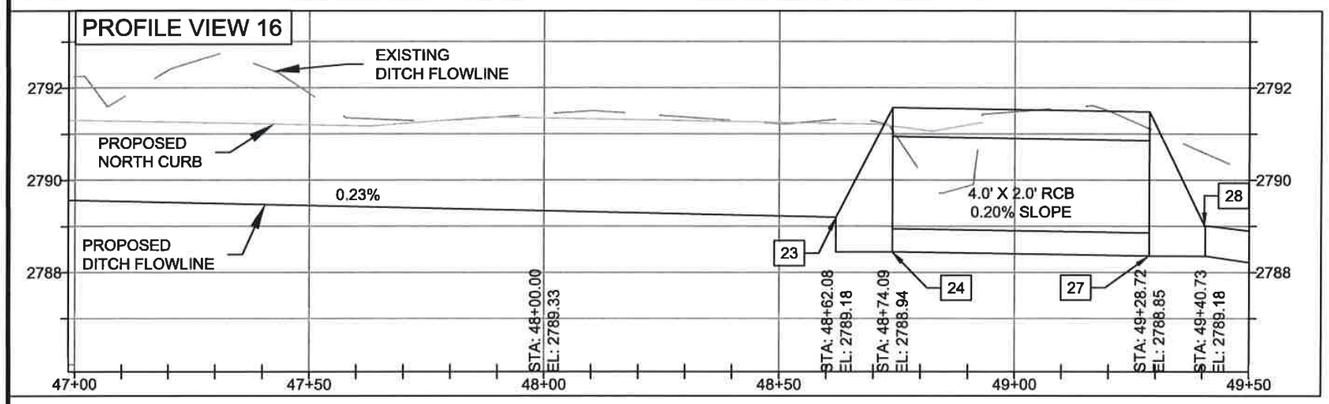
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8 OF 9

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DITCH KEYED NOTES

22 STA: 47+62.82 (FL)
END STREET SECTION C-C

23 STA: 48+62.08 (FL)
START 4.0' x 2.0' SAFETY END TREATMENT
EXISTING: 2791.37
INV: 2789.19

24 STA: 48+74.09 (FL)
END 4.0' X 2.0' SAFETY END TREATMENT
START 4.0' X 2.0' BOX CUVLERT
SURFACE ELEVATION: 2791.57
INV:2788.94

25 STA: 48+74.09 (FL)
START BOX CULVERT TOP AT FINISHED PAVEMENT SURFACE
START 3.0' WIDE THICKENED EDGE HMAC PER SHEET 52, DETAIL D08.
SHAPE TOP OF THICKENED EDGE TO TRANSITION FROM EXISTING PAVEMENT TO TOP OF CONCRETE BOX CULVERT ON BOTH SIDES OF CONCRETE BOX CULVERT.

26 STA: 49+19.11 (FL)
END BOX CULVERT TOP AT FINISHED PAVEMENT SURFACE
END 3.0' WIDE THICKENED EDGE HMAC PER SHEET 52, DETAIL D08.
SHAPE TOP OF THICKENED EDGE TO TRANSITION FROM EXISTING PAVEMENT TO TOP OF CONCRETE BOX CULVERT ON BOTH SIDES OF CONCRETE BOX CULVERT.

27 STA: 49+28.72 (FL)
END 4.0' X 2.0' BOX CULVERT
START 4.0' X 2.0' SAFETY END TREATMENT
SURFACE ELEVATION: 2791.47
CULVERT BOX INV: 2788.85

28 STA: 49+40.73 (FL)
N: 10683577.281
E: 1751574.044
END 4.0' X 2.0' SAFETY END TREATMENT
START CONCRETE SWALE
EXISTING: 2790.70
INV: 2789.18

29 STA: 49+44.94 (7.1', S)
CAUTION: EXISTING WASTEWATER MANHOLE

CONSTRUCTION KEYED NOTES

A. REMOVE ALL IMPERVIOUS MATERIAL FROM DITCH AREA AND RETAIN 6" TOP SOIL FOR STABILIZATION AND SEEDING.

B. SEE ROAD PLAN AND PROFILE ON SHEETS 17 THROUGH 29.

C. DITCH WIDTH IS 10' UNLESS OTHERWISE NOTED.

D. END NORTH DITCH EDGE PER SHEETS 7 - 9.

E. SEE SHEET 48 FOR DITCH B PLAN AND PROFILE.

STATE OF TEXAS
MAR 23 2021
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PROFESSIONAL ENGINEER

Josh Ferguson

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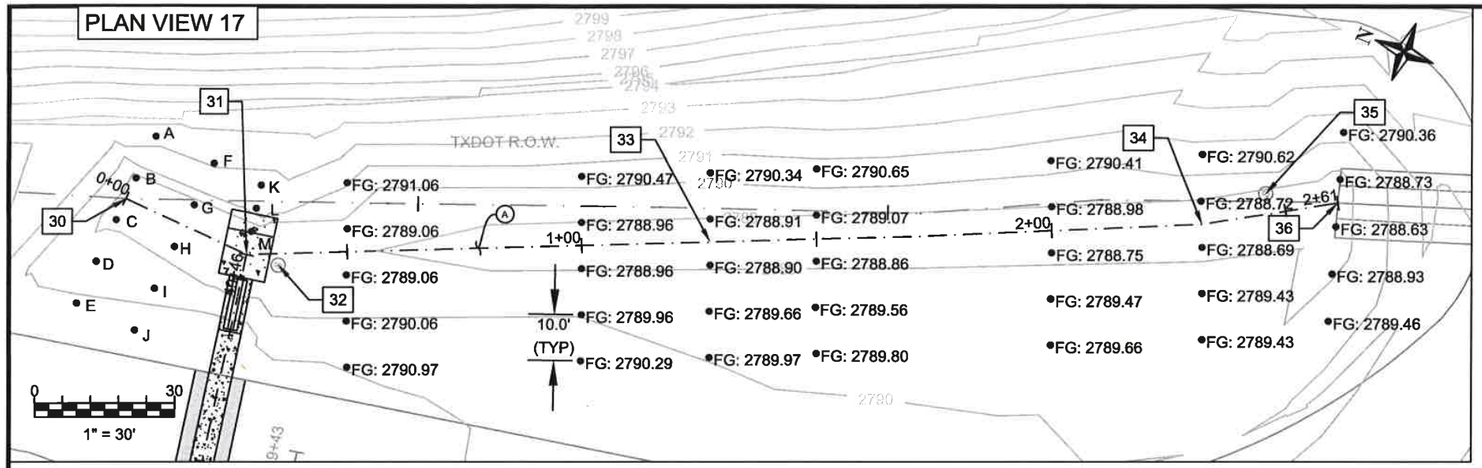
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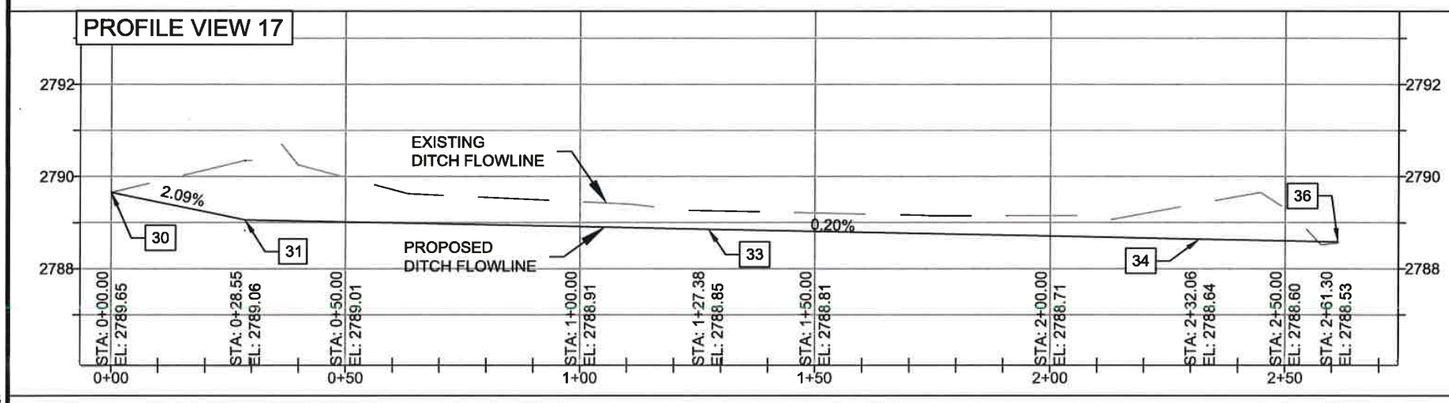
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PLAN VIEW 17



PROFILE VIEW 17



DITCH B GRADE POINTS			
NO.	NORTHING	EASTING	ELEVATION
A	10683607.40	1751593.38	2792.47
B	10683607.18	1751583.38	2789.70
C	10683606.95	1751573.39	2789.70
D	10683606.79	1751563.39	2790.48
E	10683606.51	1751553.39	2791.17
F	10683593.62	1751593.69	2791.92
G	10683593.40	1751583.69	2789.41
H	10683593.18	1751573.69	2789.41
I	10683592.96	1751563.70	2790.69
J	10683592.74	1751553.70	2791.31
K	10683582.46	1751593.94	2791.58
L	10683581.17	1751588.97	2790.41
M	10683579.88	1751583.99	2789.13

CONSTRUCTION KEYED NOTES

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B. SEE ROAD PLAN AND PROFILE ON SHEETS 17 THROUGH 29.

C. DITCH WIDTH IS 10' UNLESS OTHERWISE NOTED.

D. END NORTH DITCH EDGE PER SHEETS 7 - 9.

E. DESIGN DAYLIGHTING GRADES POINTS SHOWN IN PLAN VIEW ARE TYPICALLY 10' APART WHEN MEASURED CROSSING DITCH ALIGNMENT.

DITCH KEYED NOTES

30 STA: 0+00.00
N: 10683607.120
E: 1751578.384
START CULVERT CROSS
SECTION F-F
SEE SHEET 10.

WEST DITCH EDGE (5.0', W)
EXISTING: 2790.59
FG: 2789.70

DITCH CENTERLINE
EXISTING: 2789.75
DITCH FLOWLINE: 2789.65

EAST DITCH EDGE (5.0', E)
EXISTING: 2789.76
FG: 2789.70

31 STA: 0+28.55
N: 10683578.577
E: 1751579.019
END CULVERT CROSS
SECTION F-F
START CULVERT CROSS
SECTION G-G
SEE SHEET 10.
10' X 10' CONCRETE SWALE
10' X 5' CONCRETE SIDE SLOPE

WEST DITCH EDGE (5.0', W)
EXISTING: 2790.70
FG: 2789.13

DITCH CENTERLINE
EXISTING: 2790.35
DITCH FLOWLINE: 2789.06

EAST DITCH EDGE (5.0', E)
EXISTING: 2790.57
FG: 2789.13

32 STA: 0+35.24 (2.5', E)
CAUTION: EXISTING
WASTEWATER MANHOLE

33 STA: 1+27.38
N: 10683451.531
E: 1751646.498
ALIGNMENT CHANGE
EXISTING: 2789.25
DITCH FLOWLINE: 2788.76

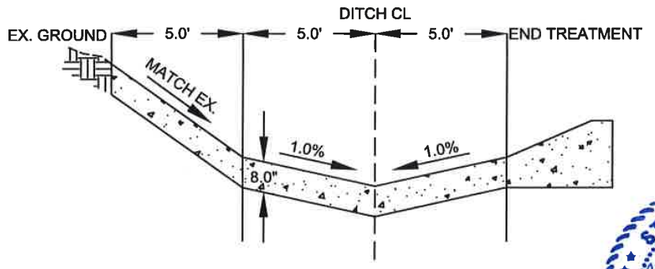
34 STA: 2+30.06
N: 10683399.303
E: 1751675.327
ALIGNMENT CHANGE
EXISTING: 2789.42
DITCH FLOWLINE: 2788.64

35 STA: 2+46.41 (4.4', W)
CAUTION: EXISTING
WASTEWATER MANHOLE

36 STA: 2+61.30
N: 10683375.481
E: 1751692.285
END CULVERT CROSS
SECTION F-F
CONNECT TO EXISTING TXDOT
CONCRETE INLET
WEST DITCH EDGE (5.0', W)
EXISTING: 2788.61

DITCH CENTERLINE
EXISTING: 2788.53

EAST DITCH EDGE (5.0', E)
EXISTING: 2788.75



1 DITCH B CONCRETE SWALE: (NTS)

1. CONCRETE TO BE CITY OF MIDLAND CLASS 'C', 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. SEAL ALL CONCRETE JOINTS.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY CITY ENGINEER.

STATE OF TEXAS
APR 9 2021
JOSHUA C. FERGUSON
117692
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PROFESSIONAL ENGINEER
Josh Ferguson

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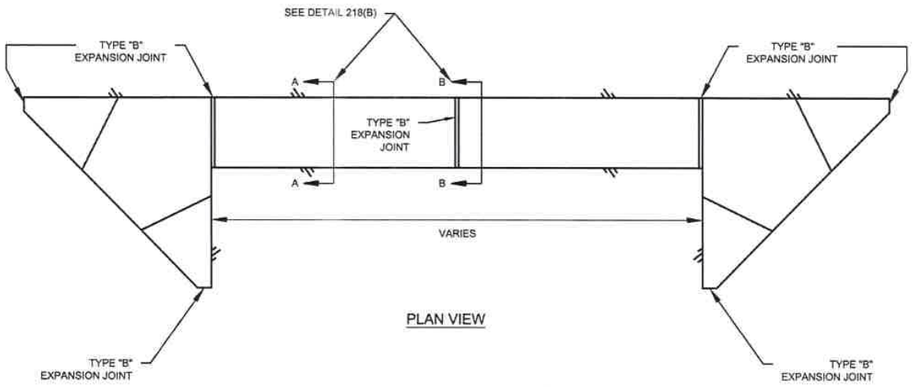
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File : 2019\BP19-04 SUGLO STREET

File: P:\Engineering Services\Engineering Projects\2019\BP-19-04 Sunglo Proj\03 DWG\SS3.1 DWG\Plan\C-001 P&P Channel.dwg Apr 09, 2021 - 4:07pm pkhgdon

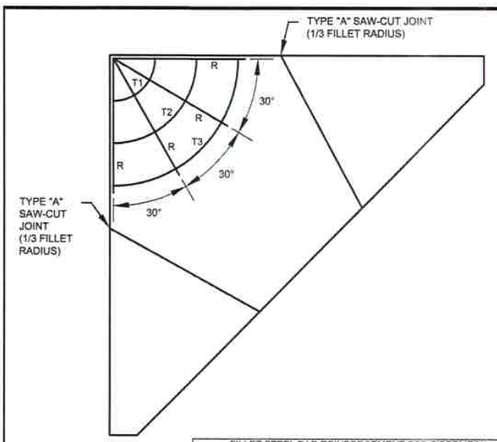


PLAN VIEW

NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. CONCRETE FILLET AREA TO BE PLACED WITH INTEGRAL CURB.
3. SEAL ALL CONCRETE JOINTS.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

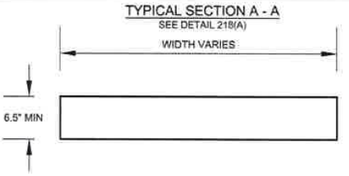
MIDLAND Engineering Services	DRAWN: PAK CHECKED: JCF APPROVED: JCF	EFFECTIVE DATE: SUNGLO STREET PAVING PROJECT	SCALE: NTS	DETAIL:
		SUNGLO STREET FILLET AND VALLEY GUTTER OPT 1		D01



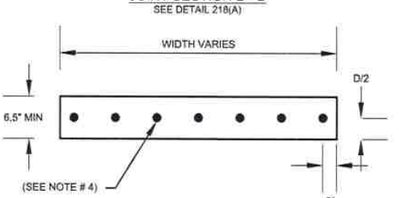
FILLET STEEL BAR REINFORCEMENT FOR FIBERMESH				
BAR	SIZE	LENGTH	NO.	BENDING R.
R	#4	4' - 0"	4	
T1	#3	1' - 3"	1	0' - 9"
T2	#3	3' - 7.5"	1	2' - 3"
T3	#3	6' - 0"	1	3' - 9"

FILLET DIMENSIONS				
BACK OF CURB	FILLET AREAS (90°)			CURB LENGTH
RADIUS	COMPUTING R.	AREA S.F.	AREA S.Y.	L.F.
8	10	21.46	2.38	12.56
12	14	42.06	4.67	18.85
15	17	62.01	6.89	23.56
18	20	85.94	9.54	28.27
20	22	103.86	11.54	31.42
25	27	156.44	17.38	39.27
30	32	219.75	24.42	47.12
35	37	293.79	32.64	54.98
40	42	378.56	42.06	62.83
45	47	474.06	52.67	70.69
50	52	580.28	64.48	78.54

TYPICAL SECTION A - A
SEE DETAIL 218(A)



JOINT SECTION B - B
SEE DETAIL 218(A)



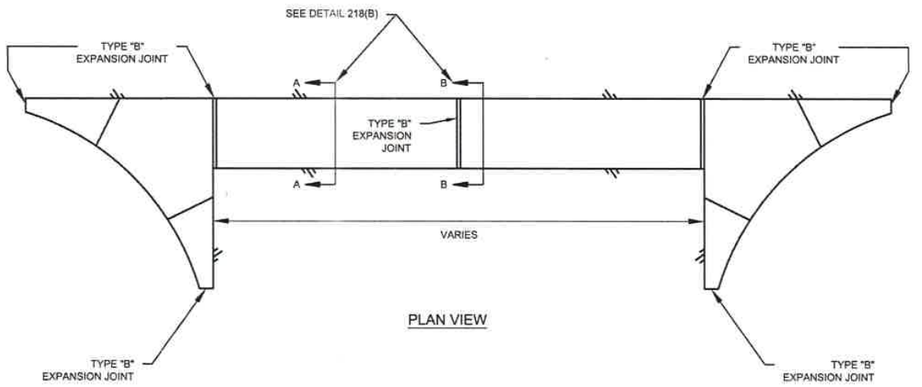
NOTES:

1. WHEN FILLET AREA IS TO BE PAVED WITH 8" THICK CONCRETE THE BOTTOM OF THE CURB AND GUTTER WILL BE EXTENDED TO MATCH THE FILLET THICKNESS.
2. USE FIBER REINFORCED CONCRETE THROUGHOUT VALLEY GUTTER.
3. STEEL BAR REINFORCEMENT TO BE USED IN FILLET, BUT NOT IN VALLEY GUTTER. STEEL BAR REINFORCEMENT TO BE PLACED AT THE BOTTOM 1/3 POINT OF SLAB CONCRETE ON GRADE AND TO HAVE A MINIMUM COVER OF 2" WHEN USED.
4. UTILIZE SMOOTH DOWEL RODS CENTERED ON THE VALLEY GUTTER JOINT, EVENLY SPACED AT 12" INTERVALS FOR THE FULL WIDTH OF THE VALLEY GUTTER.
5. SEAL ALL CONCRETE JOINTS.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: PAK CHECKED: JCF APPROVED: JCF	EFFECTIVE DATE: SUNGLO STREET PAVING PROJECT	SCALE: NTS	DETAIL:
		SUNGLO STREET FILLET AND VALLEY GUTTER OPT 1		D02



49 OF 60	SUNGLO STREET PAVING BOND PROJECT COM DETAILS 1 OF 9	MIDLAND Engineering Services	DRAWN: PAK	5			Know what's below. Call before you dig. 811
			CHECKED: JCF	4			
			APPROVED: JCF	3			
			VERT.: N/A	2			
			HORIZ.: N/A	1			
	Scale: NTS	File: 2019\BP19-04 SUNGLO STREET	PROJECT NO.: BP19-04	0	__/__/__	IFC	
			Date: MAR 2021	Rev. No	Date	Description	

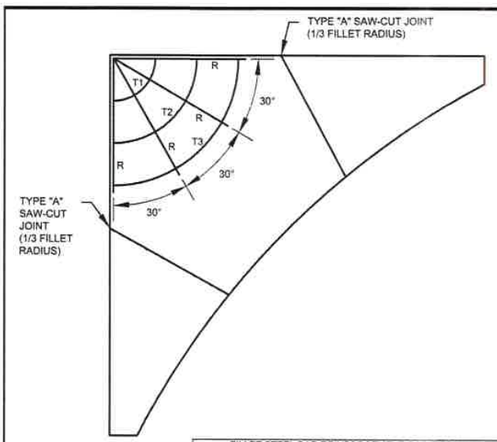


PLAN VIEW

NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. CONCRETE FILLET AREA TO BE PLACED WITH INTEGRAL CURB.
3. SEAL ALL CONCRETE JOINTS.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

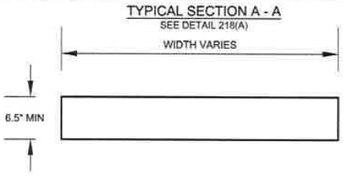
MIDLAND Engineering Services	DRAWN: PAK CHECKED: JCF APPROVED: JCF	EFFECTIVE DATE: SUNGLO STREET PAVING PROJECT	SCALE: NTS	DETAIL:
		SUNGLO STREET FILLET AND VALLEY GUTTER OPT 2		D03



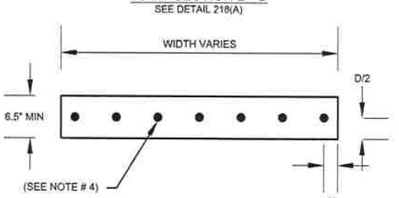
FILLET STEEL BAR REINFORCEMENT FOR FIBERMESH				
BAR	SIZE	LENGTH	NO.	BENDING R.
R	#4	4' - 0"	4	
T1	#3	1' - 3"	1	0' - 9"
T2	#3	3' - 7.5"	1	2' - 3"
T3	#3	6' - 0"	1	3' - 9"

FILLET DIMENSIONS				
BACK OF CURB RADIUS	FILLET AREAS (90°)			CURB LENGTH
	COMPUTING R.	AREA S.F.	AREA S.Y.	L.F.
8	10	21.46	2.38	12.56
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35	37	293.79	32.64	54.98
40	42	378.56	42.06	62.83
45	47	474.06	52.67	70.69
50	52	580.28	64.48	78.54

TYPICAL SECTION A - A
SEE DETAIL 218(A)



JOINT SECTION B - B
SEE DETAIL 218(A)



NOTES:

1. WHEN FILLET AREA IS TO BE PAVED WITH 8" THICK CONCRETE THE BOTTOM OF THE CURB AND GUTTER WILL BE EXTENDED TO MATCH THE FILLET THICKNESS.
2. USE FIBER REINFORCED CONCRETE THROUGHOUT VALLEY GUTTER.
3. STEEL BAR REINFORCEMENT TO BE USED IN FILLET, BUT NOT IN VALLEY GUTTER. STEEL BAR REINFORCEMENT TO BE PLACED AT THE BOTTOM 1/3 POINT OF SLAB CONCRETE ON GRADE AND TO HAVE A MINIMUM COVER OF 2" WHEN USED.
4. UTILIZE SMOOTH DOWEL RODS CENTERED ON THE VALLEY GUTTER JOINT, EVENLY SPACED AT 12" INTERVALS FOR THE FULL WIDTH OF THE VALLEY GUTTER.
5. SEAL ALL CONCRETE JOINTS.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: PAK CHECKED: JCF APPROVED: JCF	EFFECTIVE DATE: SUNGLO STREET PAVING PROJECT	SCALE: NTS	DETAIL:
		SUNGLO STREET FILLET AND VALLEY GUTTER OPT 2		D04

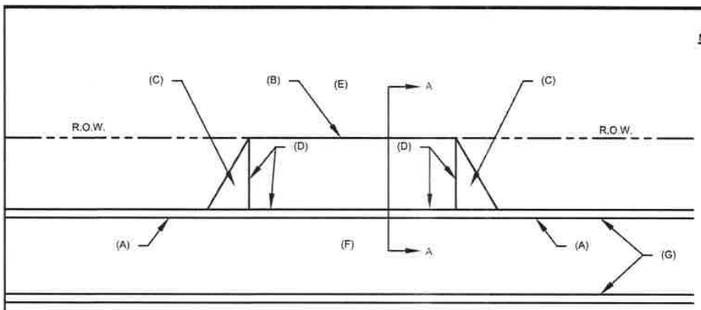


SUNGLO STREET PAVING BOND PROJECT COM DETAILS 2 OF 9	MIDLAND Engineering Services	DRAWN: PAK	5				
		CHECKED: JCF	4				
		APPROVED: JCF	3				
		VERT.: N/A	2				
		HORIZ.: N/A	1				
Scale: NTS File: 2019\BP19-04 SUNGLO STREET		PROJECT NO.: BP19-04	0	__/__/__	IFC		
		Date: MAR 2021	Rev. No	Date	Description		

Know what's below. Call before you dig. 811

50 OF 60

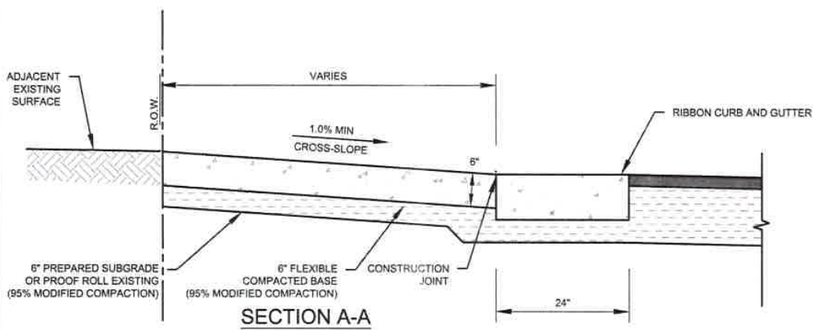
PACKET
7.329
April 27, 2021



NOTES:

1. (A) = MATCH ADJACENT CURB
2. (B) = MATCH RIGHT-OF-WAY LINE
3. (C) = CONCRETE FLARE, 5' WIDTH
4. (D) = CONSTRUCTION JOINT (COLD JOINT)
5. (E) = ADJACENT EXISTING SURFACE
6. (F) = SUNGLO STREET
7. (G) = SUNGLO STREET CURB

PLAN VIEW



SECTION A-A

MIDLAND Engineering Services	DRAWN: PAK CHECKED: JCF APPROVED: JCF	EFFECTIVE DATE: SUNGLO STREET PAVING PROJECT	SCALE: NTS	DETAIL:
		SUNGLO STREET TYPICAL DRIVEWAY APPROACH		D05

NOTES:

1. REMOVE AND REPLACE EXISTING CURB AND GUTTER TO NEAREST JOINT IF LESS THAN 4' SECTION OF EXISTING CURB AND GUTTER REMAINS AFTER DRIVEWAY APPROACH PLACED.
2. DRIVEWAY CURB OPENING MAY BE CLOSER THAN 5' FROM PROPERTY LINE WITH ADJOINING PROPERTY OWNER'S CONSENT. CONSENT FORMS ARE AVAILABLE IN ENGINEERING SERVICES. APPROVAL FROM ADJOINING PROPERTY OWNER DOES NOT GUARANTEE ENGINEERING SERVICES APPROVAL.
3. THIS DETAIL ONLY APPLIES WHEN ADJACENT PROPERTY IS NOT RIGHT OF WAY. A MINIMUM 10' IS REQUIRED BETWEEN RIGHT OF WAY AND DRIVEWAY CURB OPENING.
4. MATCH CURB/PAVEMENT EDGE ELEVATION ON EACH END OF DRIVEWAY APPROACH.
5. CONCRETE TO BE CITY OF MIDLAND CLASS "C", 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
6. CONTRACTOR, AT THEIR OPTION, MAY ELECT TO PLACE 8" CONCRETE PAVEMENT WITHOUT FLEXIBLE BASE RATHER THAN 6" CONCRETE WITH COMPACTED FLEXIBLE BASE.
7. OVER-EXCAVATION BELOW THE GRADE REQUIRED TO CORRECTED BY PLACING EXTRA CONCRETE AT THE TIME THE DRIVEWAY IS PLACED OR BY PLACING ADDITIONAL CITY STANDARD FLEXIBLE COMPACTED BASE.
8. FLEXIBLE COMPACTED BASE TO BE PLACE IN LIFTS NO THICKER THAN 6".
9. SEAL ALL CONCRETE JOINTS.
10. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
11. CONSTRUCT AS SHOWN UNLESS OTHER WISE APPROVED IN WRITING BY THE CITY ENGINEER.

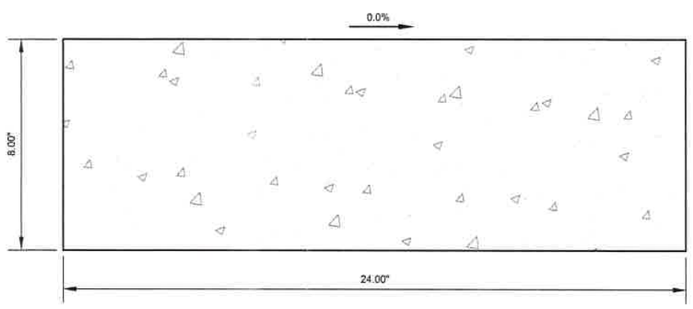
MIDLAND Engineering Services	DRAWN: PAK CHECKED: JCF APPROVED: JCF	EFFECTIVE DATE: SUNGLO STREET PAVING PROJECT	SCALE: NTS	DETAIL:
		SUNGLO STREET TYPICAL DRIVEWAY APPROACH		D06

Joshua C. Ferguson

STATE OF TEXAS
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER
MAR 23 2021

SUNGLO STREET PAVING BOND PROJECT COM DETAILS 3 OF 9	MIDLAND Engineering Services	DRAWN: PAK	5			
		CHECKED: JCF	4			
		APPROVED: JCF	3			
		VERT.: N/A	2			
		HORIZ.: N/A	1			
		PROJECT NO.: BP19-04	0	__/__/__	IFC	
Scale: NTS File: 2019\BP19-04 SUNGLO STREET		Date: MAR 2021	Rev. No	Date	Description	

Know what's below. Call before you dig. 811

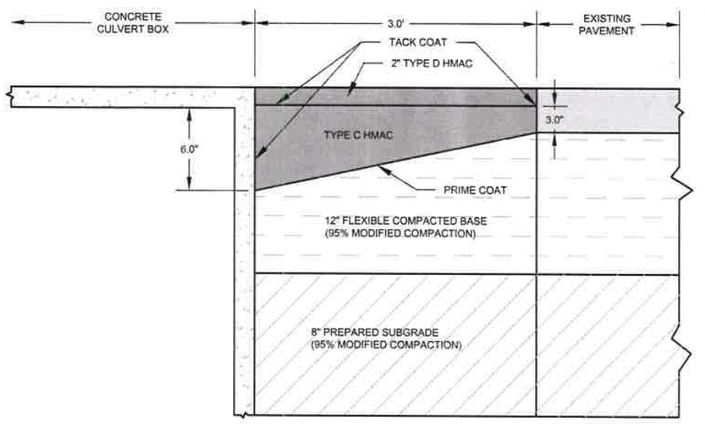


NOTES:

1. CONCRETE TO BE CITY OF MIDLAND CLASS 'C', 3600 PSI. USE FIBER REINFORCED CONCRETE PAVEMENT THROUGHOUT.
2. SEAL CONCRETE JOINT AT FACE OF CURB WHEN ADJACENT TO CONCRETE PAVEMENT.
3. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
4. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: PAK CHECKED: JCF APPROVED: JCF	PROJECT NAME: SUNGLO STREET BOND PROJECT	SCALE: NTS
		SUNGLO STREET RIBBON CURB DETAIL	DETAIL: D07

1



NOTES:

1. FLEXIBLE COMPACTED BASE TO BE PLACED IN LIFTS NO THICKER THAN 6".
2. WHEN MULTIPLE LAYERS OF ASPHALT ARE LACED A TACK COAT MUST BE PLACED BETWEEN EACH PAIR OF ASPHALT LAYERS.
3. APPLY TACK COAT TO ALL CONCRETE SURFACES ADJACENT TO ASPHALT SURFACES AND TO ALL EXISTING ASPHALT SURFACES ADJACENT TO NEW ASPHALT SURFACES.
4. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
5. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY CITY ENGINEER.

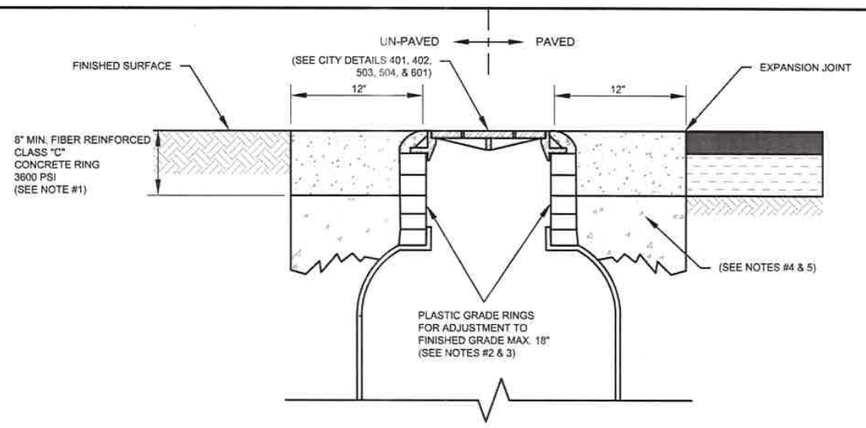
MIDLAND Engineering Services	DRAWN: PAK CHECKED: JCF APPROVED: JCF	PROJECT NAME: SUNGLO STREET BOND PROJECT	SCALE: NTS
		SUNGLO STREET HMAC THICKENED EDGE	DETAIL: D08



OF 60	52	SUNGLO STREET PAVING BOND PROJECT COM DETAILS 4 OF 9	MIDLAND Engineering Services	DRAWN: PAK	5		
				CHECKED: JCF	4		
				APPROVED: JCF	3		
				VERT.: N/A	2		
				HORIZ.: N/A	1	4/9/2021	REVISED DETAIL D07.
				PROJECT NO.: BP19-04	0	__/__/__	IFC
		Scale: NTS File: 2019\BP19-04 SUNGLO STREET		Date: MAR 2021	Rev. No.	Date	Description

Know what's below. Call before you dig. 811

File: P:\Engineering Services\Engineering Projects\2019\BP-19-04 Sunglo Pvng\03 DWGS\3 1 DWG\Plans\C-801 - 806 Details.dwg Mar 19, 2021 - 11:47am plangston

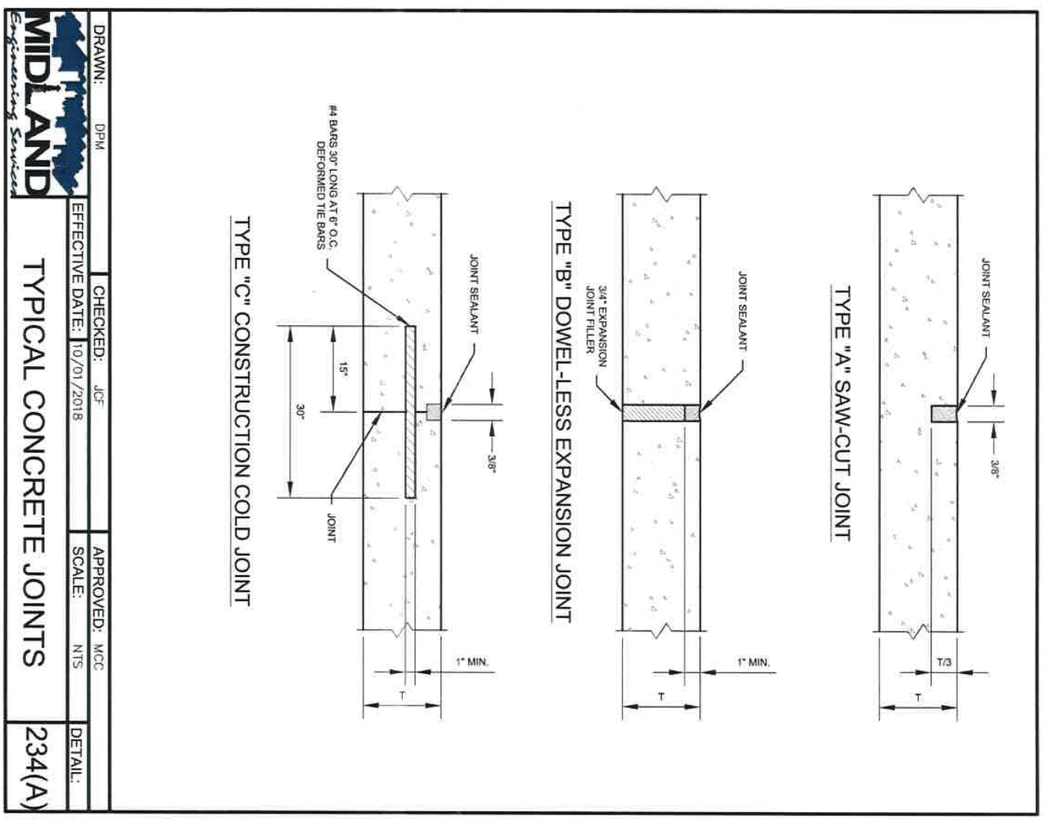


EXISTING MANHOLE RING & COVER ADJUSTMENT

NOTES:

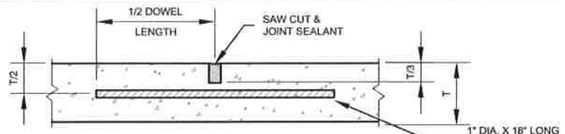
1. INSTALL 12" MIN. FIBER REINFORCED CLASS "C" CONCRETE RING, 3600 PSI, WHEN MANHOLE IS LOCATED IN AN ARTERIAL R.O.W.
2. GRADE RINGS TO MEET ASTM STANDARD A48 AND TO BE 2", 4", OR 6" THICKNESS AS REQUIRED. INSTALL ASPHALT TAR IN THICK, UNIFORM COATING OVER ALL OUTER ADJUSTMENT RING SURFACES AND JOINTS.
3. ENGINEERING SERVICES REPRESENTATIVE AND UTILITY SERVICES REPRESENTATIVE MAY ALLOW GREATER ADJUSTMENT RING DEPTH TO ACCOMMODATE PAVING STRUCTURES.
4. REMOVE ALL MATERIAL EXCAVATED FROM SITE AND EXCAVATION.
5. FILL ANY OVER-EXCAVATION WITH FLOWABLE FILL 2-SACK (2-SACK = 188 LBS/CY, PORTLAND CEMENT).
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

MIDLAND Engineering Services	DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
	CHECKED: JCF	EXISTING MANHOLE RING & COVER ADJUSTMENT		319
	APPROVED: MCC			

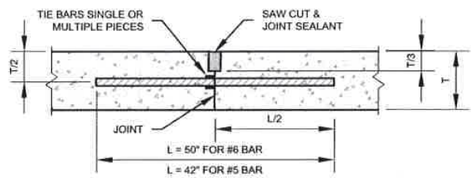




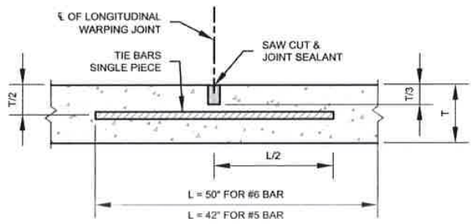
53 OF 60	SUNGLO STREET PAVING BOND PROJECT COM DETAILS 5 OF 9	MIDLAND Engineering Services	DRAWN: PAK	5			Know what's below. Call before you dig. 811
			CHECKED: JCF	4			
			APPROVED: JCF	3			
			VERT.: N/A	2			
			HORIZ.: N/A	1			
	Scale: NTS File: 2019\BP19-04 SUNGLO STREET		PROJECT NO.: BP19-04	0	__/__/__	IFC	
			Date: MAR 2021	Rev. No.	Date	Description	



TYPE "D" TRANSVERSE CONTRACTION JOINT



TYPE "E" LONGITUDINAL CONTRACTION JOINT

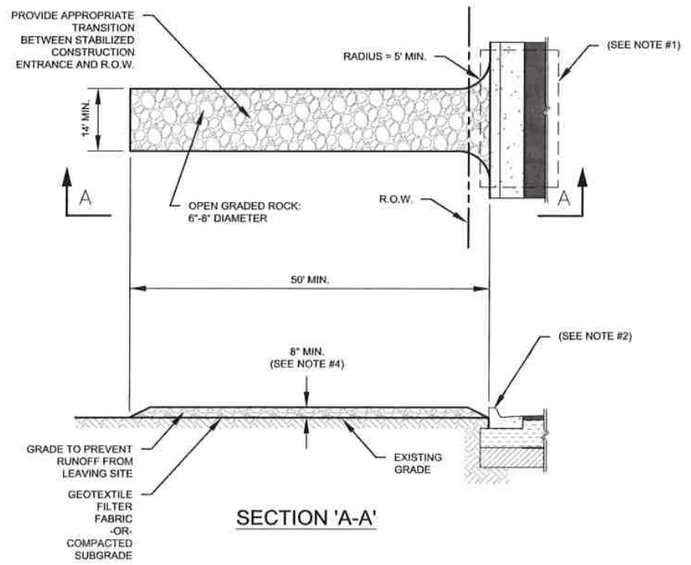


TYPE "F" LONGITUDINAL CONTRACTION SAW-CUT JOINT

NOTES:

1. JOINTING , DOWEL, AND TIE BAR DESIGN REQUIREMENTS ARE SUBJECT TO CHANGE FOR ARTERIAL OR HIGHER CLASSIFICATION ROADS IF DEEMED NECESSARY BY THE CITY ENGINEER.
2. TYPICAL CONCRETE PAVEMENT JOINT SPACING IS TO BE NO LESS THAN 10' X 10' AND NO MORE THAT 15' X 15'.
3. DOWELS ARE TO BE SPACED AT 12" INTERVALS WITH MINIMUM 18" SEPARATION FROM PARALLEL JOINTS OR EDGES OF PAVEMENT.
4. TIE BARS ARE TO BE SET AT 24" INTERVALS WITH MINIMUM 18" SEPARATION FROM PARALLEL JOINTS OR EDGES OF PAVEMENT.
5. ALL JOINT SEALANT TO BE TxDOT DMS-6310 SL-2 OR APPROVED EQUAL.
6. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
7. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 234(B)
	TYPICAL CONCRETE JOINTS		



SECTION 'A-A'

NOTES:

1. IF CURB DOES NOT EXIST OR IF EXISTING CURB IS REMOVED DURING CONSTRUCTION THEN STABILIZED CONSTRUCTION ENTRANCE IS TO EXTEND TO THE EDGE OF PAVEMENT.
2. IF CURB IS LEFT IN PLACE DURING CONSTRUCTION THEN INSTALL TEMPORARY CURB PROTECTION AS PER CITY DETAIL 713.
3. LENGTH SHALL BE AS SHOWN ON THE CONSTRUCTION DRAWINGS, BUT NOT LESS THAN FIFTY (50) FEET.
4. THICKNESS OF OPEN GRADED ROCK TO BE NO LESS THAN EIGHT (8) INCHES.
5. WIDTH SHALL BE NO LESS THAN FOURTEEN (14) FEET OR THE FULL WIDTH OF ALL POINTS OF INGRESS OR EGRESS, WHICHEVER IS WIDER.
6. STABILIZED CONSTRUCTION ENTRANCE TO BE REMOVED UPON COMPLETION OF CONSTRUCTION.
7. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS
8. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL: 701
	STABILIZED CONSTRUCTION ENTRANCE OPTION 1		

STATE OF TEXAS
MAR 23 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER

Josh Ferguson

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Description	Date	Rev. No.
IFC	__/__/__	0
		1
		2
		3
		4
		5

DRAWN: PAK
CHECKED: JCF
APPROVED: JCF
VERT.: N/A
HORIZ.: N/A
PROJECT NO.: BP19-04
Date: MAR 2021

MIDLAND Engineering Services

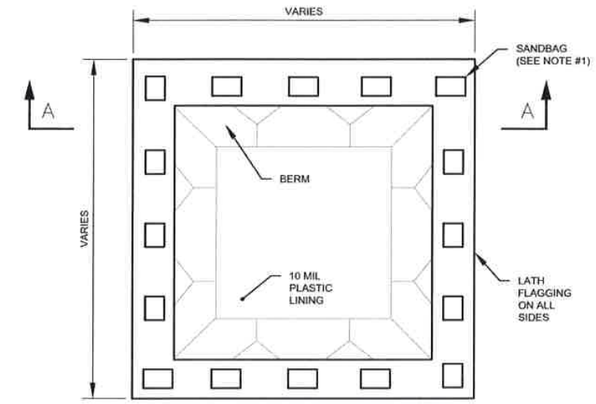
SUNGLO STREET PAVING
BOND PROJECT
COM DETAILS
6 OF 9

Scale: NTS | File: 2019\BP19-04 SUNGLO STREET

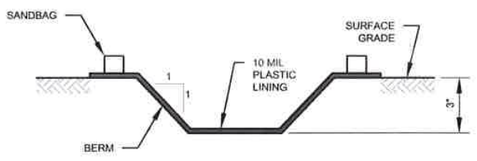
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OF 60

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7.333
April 27, 2021



DEPRESSED WASHOUT

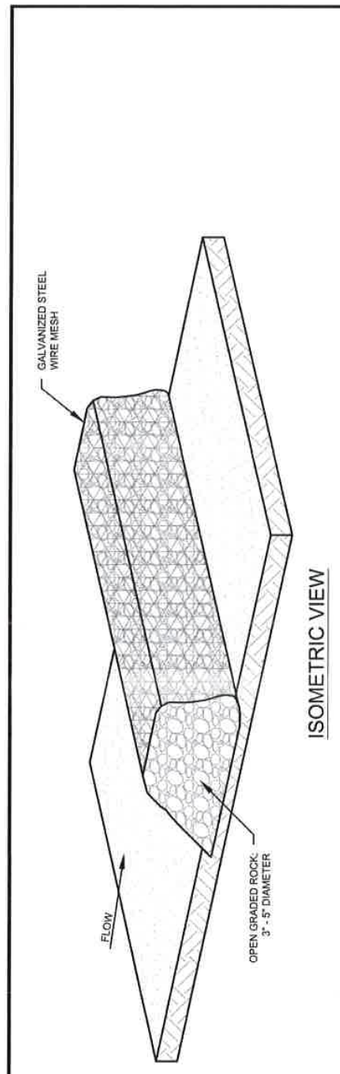


SECTION 'A-A'

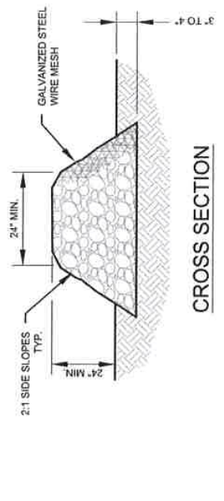
NOTES:

1. SECURE WASHOUT STRUCTURES AND LININGS WITH SANDBAGS OR TWO SECURELY FASTENED STAKES AROUND ENTIRE WASHOUT PERIMETER.
2. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
3. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	CHECKED: JCF	APPROVED: MCC	
MIDLAND Engineering Services	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CONCRETE WASHOUT OPTION 1			704



ISOMETRIC VIEW



CROSS SECTION

NOTES:

1. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
2. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.

DRAWN: DPM	EFFECTIVE DATE: 10/01/2018	SCALE: NTS	DETAIL:
CHECKED: JCF	ROCK FILTER DAM		708
APPROVED: MCC			

MIDLAND Engineering Services

STATE OF TEXAS
MAR 23 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER

Josh Ferguson

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DRAWN:	PAK	5				
CHECKED:	JCF	4				
APPROVED:	JCF	3				
VERT.:	N/A	2				
HORIZ.:	N/A	1				
PROJECT NO.:	BP19-04	0	__/__/__	IFC		
Date:	MAR 2021	Rev. No.	Date	Description		

MIDLAND Engineering Services

SUNGLO STREET PAVING
BOND PROJECT
COM DETAILS
7 OF 9

Scale: NTS | File: 2019\BP19-04 SUNGLO STREET

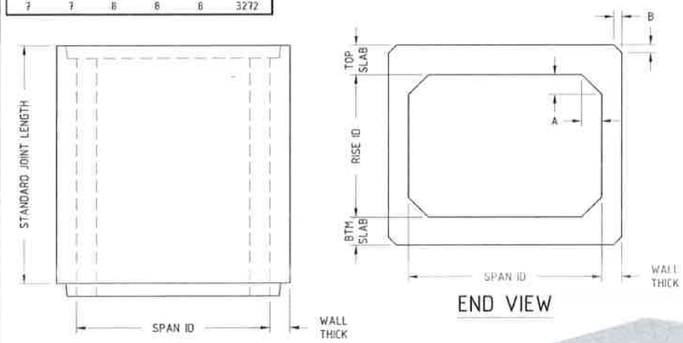
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SPAN ID ft.	RISE ID ft.	TOP SLAB in.	BTM SLAB in.	WALL THICK in.	WEIGHT lbs. / ft.
3	2	7	6	4	848
3	3	7	6	4	952
4	2	7.5	6	5	1146
4	3	7.5	6	5	1276
4	4	7.5	6	5	1405
5	2	8	7	6	1541
5	3	8	7	6	1696
5	4	8	7	6	1851
5	5	8	7	6	2006
6	2	8	7	7	1821
6	3	8	7	7	2002
6	4	8	7	7	2183
6	5	8	7	7	2364
6	6	8	7	7	2545
7	2	8	8	8	2238
7	3	8	8	8	2446
7	4	8	8	8	2652
7	5	8	8	8	2859
7	6	8	8	8	3066
7	7	8	8	8	3272

SPAN ID ft.	RISE ID ft.	TOP SLAB in.	BTM SLAB in.	WALL THICK in.	WEIGHT lbs. / ft.
8	3	8	8	8	2652
8	4	8	8	8	2859
8	5	8	8	8	3066
8	6	8	8	8	3272
8	7	8	8	8	3479
8	8	8	8	8	3686
9	4	9	9	9	3511
9	5	9	9	9	3744
9	6	9	9	9	3976
9	7	9	9	9	4209
9	8	9	9	9	4441
9	9	9	9	9	4674
10	4	10	10	10	4228
10	5	10	10	10	4486
10	6	10	10	10	4745
10	7	10	10	10	5003
10	8	10	10	10	5261
10	9	10	10	10	5520
10	10	10	10	10	5778

SPAN ID ft.	RISE ID ft.	TOP SLAB in.	BTM SLAB in.	WALL THICK in.	WEIGHT lbs. / ft.
11	4	11	11	11	5010
11	5	11	11	11	5294
11	6	11	11	11	5578
11	7	11	11	11	5862
11	8	11	11	11	6146
11	9	11	11	11	6430
11	10	11	11	11	6715
11	11	11	11	11	6999
12	4	12	12	12	5856
12	5	12	12	12	6166
12	6	12	12	12	6476
12	7	12	12	12	6786
12	8	12	12	12	7096
12	9	12	12	12	7406
12	10	12	12	12	7716
12	11	12	12	12	8026
12	12	12	12	12	8336





NOTE:

-CUSTOM DESIGNED TO MEET SPECIFIC PROJECT DESIGN SPECIFICATIONS SUCH AS: ASTM C1433, ASTM C1577, AASHTO M273, AASHTO M259 OR STATE DOT.
-A = WALL THICKNESS
-B = 2" FOR 4"-6" THICK WALLS, 4" FOR 7"-12" THICK WALLS

FORTERRA

REGION, STATE	
NORTH TX	
DATE	SECT.PAGE
2018	1.2.1

REINFORCED CONCRETE BOX CULVERT
TONGUE & GROOVE

Uses
Precast box sections are recommended for installations where circular concrete pipe cannot provide adequate flow capacity, and as a superior substitute for cast-in-place box culverts, long span metal arches, short bridges and multi-barrel circular culverts or drains.

Sizes
Precast box sections are normally available in spans of 4 feet through 12 feet, with a variety of rises.

Applications
Precast box sections can be used for the following:
- highway culverts
- railroad culverts
- short span highway bridges
- storm drains
- livestock, pedestrian or golf cart undercrossing
- utility tunnels
- underground stormwater retention structures
- groundwater recharge systems
- to replace existing open channels or ditches, and enable land to be used productively
- jacked or tunneled installations.

Joints
Precast box sections are produced with tongue and groove joints for packing with mastic joint compound, pre-formed mastic or mortar.

Applicable Specifications
The following specification applies to precast concrete box sections:
- ASTM C789 / AASHTO M259 - Precast Reinforced Concrete Bob Section for Culverts, Storm Drains and Sewers.
- ASTM C850 / AASHTO M273 - Precast Reinforced Concrete Bob Section for Culverts, Storm Drains and Sewers with Less Than 2 Feet of Cover Subjected to Highway Loadings
- ASTM C1433 - Precast Reinforced Concrete Box Sections for Culverts.
- State DOT Design Standards for Storm Drains and Sewers.
- ASTM C1577 - Standard specification for precast Monolithic Box Sections for Culverts. Storm Drain, and Sewer designed according to AASHTO LRFD.

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REGION, STATE	
DATE	SECT.PAGE
2018	16.3.1

PRECAST BOX CULVERTS

STATE OF TEXAS
MAR 23 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER

Josh Ferguson

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HORIZ.:	N/A
PROJECT NO.:	BP19-04
Date:	MAR 2021

Rev. No.	Date	Description
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MIDLAND Engineering Services

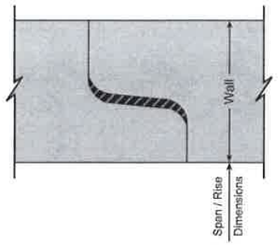
SUNGLO STREET PAVING
BOND PROJECT
COM DETAILS
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Scale: NTS | File: 2019\BP19-04 SUNGLO STREET

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PACKET
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April 27, 2021



Manufacturer Estimated Quantities

Span (Ft.)	Rise (Ft.)	Wall (In.)	Pre-Formed Size	Pre-Formed Pcs. / Jt.	Mastic Gal./Jt.
-	-	-	-	-	-
-	-	-	-	-	-
4	2	5	1 1/2" x 3'-6"	3.1	-
4	3	5	1 1/2" x 3'-6"	3.5	-
4	4	5	1 1/2" x 3'-6"	3.9	-
5	2	6	1 1/2" x 3'-6"	3.6	-
5	3	6	1 1/2" x 3'-6"	4.0	-
5	4	6	1 1/2" x 3'-6"	4.4	-
5	5	6	1 1/2" x 3'-6"	4.8	-
6	2	7	1 1/2" x 3'-6"	4.1	-
6	3	7	1 1/2" x 3'-6"	4.5	-
6	4	7	1 1/2" x 3'-6"	4.9	-
6	5	7	1 1/2" x 3'-6"	5.3	-
6	6	7	1 1/2" x 3'-6"	5.7	-
7	2	8	1 1/2" x 3'-6"	4.7	-
7	3	8	1 1/2" x 3'-6"	5.1	-
7	4	8	1 1/2" x 3'-6"	5.5	-
7	5	8	1 1/2" x 3'-6"	5.9	-
7	6	8	1 1/2" x 3'-6"	6.3	-
7	7	8	1 1/2" x 3'-6"	6.7	-
8	3	8	1 1/2" x 3'-6"	5.5	-
8	4	8	1 1/2" x 3'-6"	5.9	-
8	5	8	1 1/2" x 3'-6"	6.3	-
8	6	8	1 1/2" x 3'-6"	6.7	-
8	7	8	1 1/2" x 3'-6"	7.1	-
8	8	8	1 1/2" x 3'-6"	7.5	-
9	3	9	-	-	-
9	5	9	1 1/2" x 3'-6"	8.7	-
9	6	9	1 1/2" x 3'-6"	9.3	-
9	7	9	1 1/2" x 3'-6"	9.9	-
9	8	9	1 1/2" x 3'-6"	10.5	-
9	9	9	1 1/2" x 3'-6"	11.0	-
10	3	10	-	-	-
10	5	10	1 1/2" x 3'-6"	9.4	-
10	6	10	1 1/2" x 3'-6"	10.0	-
10	7	10	1 1/2" x 3'-6"	10.6	-
10	8	10	1 1/2" x 3'-6"	11.1	-
10	9	10	1 1/2" x 3'-6"	11.7	-
10	10	10	1 1/2" x 3'-6"	12.3	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
12	4	12	1 1/2" x 3'-6"	10.2	-
12	5	12	1 1/2" x 3'-6"	10.7	-
12	6	12	1 1/2" x 3'-6"	11.3	-
12	7	12	1 1/2" x 3'-6"	11.9	-
12	8	12	1 1/2" x 3'-6"	12.5	-
12	9	12	1 1/2" x 3'-6"	13.0	-
12	10	12	1 1/2" x 3'-6"	13.6	-
12	11	12	1 1/2" x 3'-6"	14.2	-
12	12	12	1 1/2" x 3'-6"	14.7	-

FORTERRA

DATE	SECT.PAGE
2018	16.3.3

PRECAST BOX JOINT MATERIAL

STATE OF TEXAS
MAR 23 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER

Josh Ferguson

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DRAWN:	PAK	5						
CHECKED:	JCF	4						
APPROVED:	JCF	3						
VERT.:	N/A	2						
HORIZ.:	N/A	1						
PROJECT NO.:	BP19-04	0	__/__/__	IFC				
Date:	MAR 2021	Rev. No.	Date	Description				

MIDLAND Engineering Services

SUNGLO STREET PAVING
BOND PROJECT
COM DETAILS
9 OF 9

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OF 60

PACKET
7.336
April 27, 2021

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TABLE OF DIMENSIONS AND REINFORCING STEEL
(Wings for One Structure End)

Maximum Wingwall Height Hw (9)	W	X	Y	Z	Variable Reinforcing Bars J1 Size	Bars J1 Spa	Bars J2 Size	Bars J2 Spa	Estimated Quantities (3) per ft of wing length (Two-Wings) Reinf (Lb/Ft)	Conc (CY/Ft)
2'-6"	2'- 5"	1'- 0"	9"	7"	#4	1'-0"	#4	1'-0"	33.73	0.248
3'-0"	2'- 5"	1'- 0"	9"	7"	#4	1'-0"	#4	1'-0"	37.07	0.261
3'-6"	2'- 5"	1'- 0"	9"	7"	#4	1'-0"	#4	1'-0"	37.74	0.273
4'-0"	2'- 5"	1'- 0"	9"	7"	#4	1'-0"	#4	1'-0"	38.41	0.285
4'-6"	3'- 2"	1'- 6"	1'- 0"	7"	#4	1'-0"	#4	1'-0"	41.75	0.330
5'-0"	3'- 2"	1'- 6"	1'- 0"	7"	#4	1'-0"	#4	1'-0"	45.09	0.343
5'-6"	3'- 2"	1'- 6"	1'- 0"	7"	#4	1'-0"	#4	1'-0"	45.75	0.355
6'-0"	3'- 2"	1'- 6"	1'- 0"	7"	#4	1'-0"	#4	1'-0"	46.42	0.367
7'-0"	3'- 8"	1'- 9"	1'- 3"	7"	#4	1'-0"	#4	1'-0"	52.77	0.414
8'-0"	4'- 2"	2'- 0"	1'- 6"	8"	#5	1'-0"	#4	1'-0"	60.19	0.486
9'-0"	4'- 8"	2'- 3"	1'- 9"	8"	#4	6"	#4	6"	81.49	0.535
10'-0"	5'- 2"	2'- 6"	2'- 0"	8"	#5	6"	#4	6"	97.25	0.584
11'-0"	5'- 8"	2'- 9"	2'- 3"	8"	#6	6"	#5	6"	133.65	0.634
12'-0"	6'- 2"	3'- 0"	2'- 6"	9"	#7	6"	#5	6"	162.29	0.721

TABLE OF WINGWALL REINFORCING (Two-Wings)

Bar	Size	No.	Spa
D	#5	–	1'-0"
E	#4	–	1'-0"
F	#4	–	1'-0"
G	#6	4	–
M	#4	4	–
P	#4	–	1'-0"
R	#5	6	–
V	#4	–	1'-0"

TABLE OF ESTIMATED CULVERT TOEWALL QUANTITIES

Bar	Size	No.	Spa
L	#4	–	1'-6"
Q	#4	1	–
Reinf (Lb/Ft)			2.45
Conc (CY/Ft)			0.037

TABLE OF ESTIMATED ANCHOR TOEWALL QUANTITIES

Bar	Size	No.	Spa
K	#4	–	1'-0"
N	#5	6	–
OL	#4	6	–
Reinf (Lb/Ft)			9.82
Conc (CY/Ft)			0.074

(1) Extend Bars P 3'-0" Min into bottom slab of box culvert.

(2) Adjust to fit as necessary to maintain 1 1#2" clear cover and 4" Min between bars.

(3) Quantities shown are based on an average wing height for two wings (one structure end). To determine total quantities for two wings multiply the tabulated values by Lw.

(4) Recommended values of slope are: 3:1, 4:1, and 6:1. Provide 3:1 or flatter slope.

(5) When shown elsewhere on the plans, construct 5" deep concrete riprap. Payment for riprap is as required by Item 432, "Riprap". Unless otherwise shown on the plans or directed by the Engineer, extend construction joints or grooved joints, oriented in the direction of flow, across the full distance of the riprap, at intervals of approximately 20'. When such riprap is provided, the culvert toewall shown in SECTION B-B is not required.

(6) At Contractor's option, end the culvert toewall flush with wingwall toewall. Adjust reinforcing as needed.

(7) 3" Min to 5'-0" Max. Estimated curb heights are shown elsewhere in the plans. For structures without railing and curbs taller than 1'-0", refer to Extended Curb Details (ECD) standard sheet.

(8) For vehicle safety, reduce curbs height, if necessary, to provide a maximum 3" projection above finished grade. No changes will be made in quantities and no additional compensation will be allowed for this work.

(9) See Table of Maximum Wing Heights for various slopes. Height is limited based on a 33'-6" maximum safety pipe runner length.

TABLE OF MAXIMUM (9) WING HEIGHTS

Side Slope	Hw Max
3:1	11'- 5"
4:1	8'-10"
6:1	6'- 1"

WING DIMENSION CALCULATIONS:

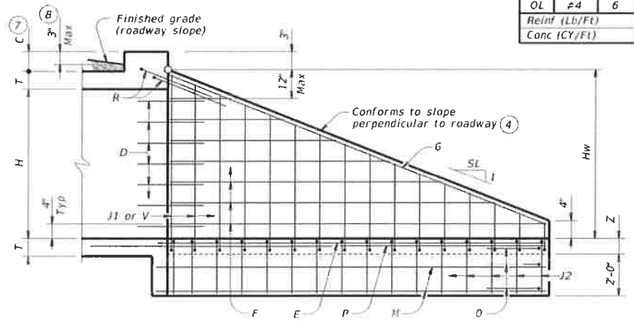
Hw = H + T + C – 0.250' (9)
Lw = (Hw – 0.333') (SL)

For cast-in-place culverts:
Ltw = (N) (S) + (N + 1) (U)
For precast culverts:
Ltw = (N) (2U + S) + (N – 1) (0.500')

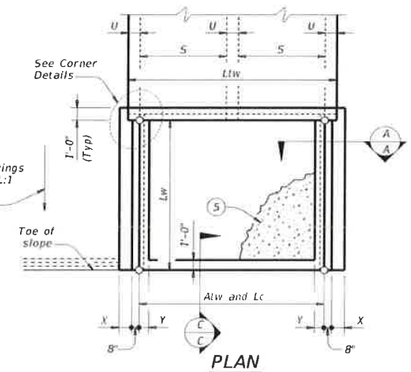
Lc = (Ltw) – (2U)
Atw = Lc
Total Wingwall Area (two wings – SF)
= (Hw + 0.333') (Lw)

Hw = Height of wingwall (feet)
SL:1= Side slope ratio (horizontal : 1 vertical)
Lw = Length of wingwall (feet)
Ltw = Culvert toewall length (feet)
Lc = Culvert curb between wings (feet)
Atw = Anchor toewall length (feet)
N = Number of culvert spans

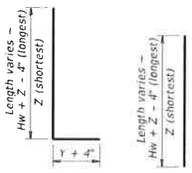
See applicable box culvert standard for H, S, T, and U values. See Table of Maximum Wall Heights for limits on Hw.



INSIDE ELEVATION OF WINGWALL
(Showing reinforcing. Culvert and culvert toewall reinforcing not shown for clarity.)

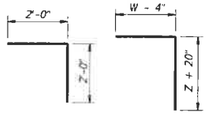


PLAN
(Showing dimensions.)



BARS J1

BARS V

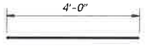


BARS L and OL

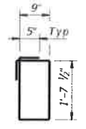
BARS J2



BARS R



BARS D



BARS K
(Length = 5'-6")

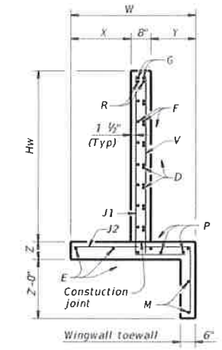
MATERIAL NOTES:

Provide Grade 60 reinforcing steel.
Provide galvanized reinforcing steel if required elsewhere in the plans.
Synthetic fibers listed on the "Fibers for Concrete" Material Producer List (MPL) may be used in lieu of steel reinforcing in riprap concrete unless noted otherwise.
Provide Class "C" concrete (f'c = 3,600 psi).
Adjust reinforcing as necessary to provide a minimum clear cover of 1 ½".
Provide pipe runners and anchor pipes meeting the requirements of ASTM A53 (Type E or S, Gr B), ASTM A500 Gr B, or API 5LX52.
Provide ASTM A307 bolts and nuts.
Provide ASTM A36 steel plates.
Galvanize all steel components, except reinforcing unless required elsewhere in the plans, after fabrication.
Repair galvanizing damaged during transport or construction in accordance with the Item 445, "Galvanizing".
For optional adhesive anchors, install epoxy adhesive anchorages in accordance with the manufacturer's instructions including hole size, drilling equipment and method, hole cleaning equipment and method, mixing and dispensing adhesive, and anchor insertion. Do not alter the manufacturer's mixing nozzle or dispenser. Provide anchorage rods that are clean and free of grease, oil, or any other foreign material. Demonstrate hole cleaning method to the Engineer for approval and continue the approved process for all anchorage locations. Test adhesive anchors in accordance with Item 450.3.3, "Tests." Test 3 anchors per 100 anchors installed.

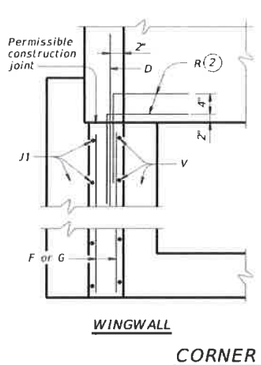
GENERAL NOTES:

Designed according to AASHTO LRFD Bridge Design Specifications.
The safety end treatments shown herein are intended for use in those installations where out of control vehicles are likely to traverse the openings approximately perpendicular to the pipe runners.
Pipe runners are designed for a traversing load of 1,800 pounds at yield as recommended by Research Report 280-1, "Safety Treatment of Roadside Cross-Drainage Structures", Texas Transportation Institute, March 1981.
When structure is founded on solid rock, depth of toewalls for culverts and wingwalls may be reduced or eliminated as directed by the Engineer.
All bolts, nuts, washers, brackets, angles, and pipe runners are considered parts of the safety end treatment for payment.
The quantities for pipe runners, reinforcing steel, and concrete, resulting from the formulas given herein are for Contractor's information only.
See Box Culvert Supplement (BCS) standard sheet for additional dimensions and information.

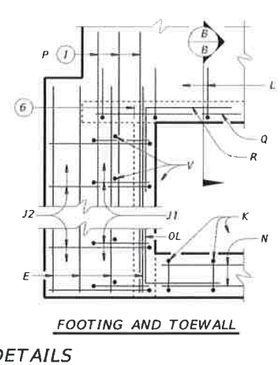
Cover dimensions are clear dimensions, unless noted otherwise. Reinforcing dimensions are out-to-out of bars.



SECTION A-A

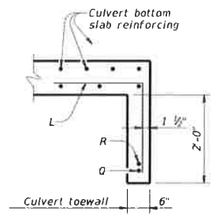


WINGWALL

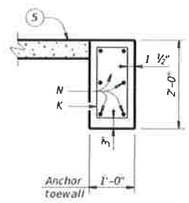


FOOTING AND TOEWALL

CORNER DETAILS
(Culvert and culvert toewall reinforcing not shown for clarity.)



SECTION B-B (5)



SECTION C-C



SHEET 1 OF 3

Texas Department of Transportation — Bridge Division Standard

SAFETY END TREATMENT WITH STRAIGHT WINGS

FOR 0° SKEW BOX CULVERTS
TYPE I ~ CROSS DRAINAGE

SETB-SW-O

FILE:	setb0se-20.dgn	DN: GAF	CK: CAT	DW: TxDOT	CK: TxDOT
©TxDOT	February 2020	CONT	SECT	JOB	HIGHWAY
REVISIONS		DIST	COUNTY		SHEET NO.

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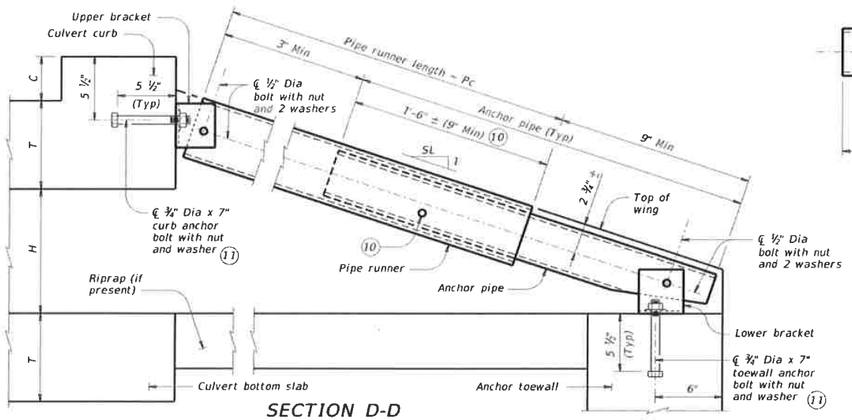
811 Know what's below. Call before you dig.

	DRAWN:	CHECKED:	APPROVED:	VERT.:	HORIZ.:	PROJECT NO.:	Date:	Description
5	PAK							
4		JCF						
3			JCF					
2				N/A				
1					N/A			IFC
0						BP19-04	MAR 2021	__/__/__
Rev. No.							Date	

MIDLAND Engineering Services

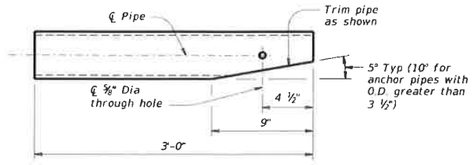
SUNGLO STREET PAVING
BOND PROJECT
TxDOT DETAILS
1 OF 3

Scale: NTS | File: 2019\BP19-04 SUNGLO STREET

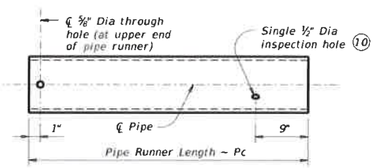


SECTION D-D

(Showing curb pipe runner.)



ANCHOR PIPE DETAILS



PIPE RUNNER DETAILS

MAXIMUM PIPE RUNNER LENGTHS AND REQUIRED PIPE RUNNER AND ANCHOR PIPE SIZES						
Maximum Pipe Runner Length (Pc)	Required Pipe Runner Size			Required Anchor Pipe Size		
	Pipe Size	Pipe O.D.	Pipe I.D.	Pipe Size	Pipe O.D.	Pipe I.D.
9'-4"	3" STD	3.500"	3.068"	2" STD	2.375"	2.067"
19'-0"	4" STD	4.500"	4.026"	3" STD	3.500"	3.068"
33'-6"	5" STD	5.563"	5.047"	4" STD	4.500"	4.026"

(10) After installation of pipe runner, use the ½" inspection hole to ensure that the lap of the anchor pipe with the pipe runner is adequate.

(11) At Contractor's option, an adhesive anchor may be used. Provide ¾" Dia adhesive anchors that meet the requirements of ASTM A307, Gr A fully threaded rods. Embed threaded rods into curb, wingwalls, and toewall using a Type III, Class C, D, E, or F anchor adhesive. Minimum embedment depth is 5 ½". Provide anchor adhesive able to achieve a basic bond strength in tension, Nba, of 20 kips. Submit signed and sealed calculations or the manufacturer's published literature showing the proposed anchor adhesive's ability to develop this load to the Engineer for approval prior to use.

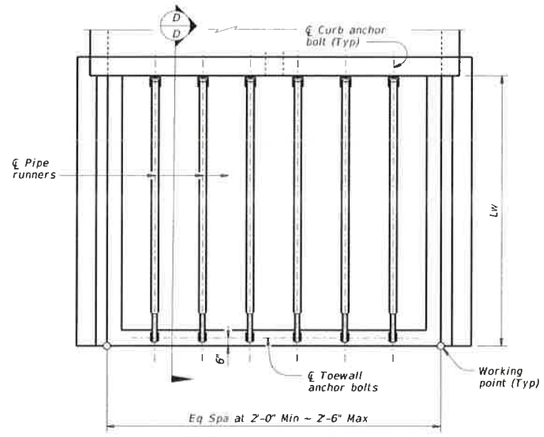
PIPE RUNNER DIMENSION CALCULATIONS:

Pc = (Lw) (K) - (1.688)

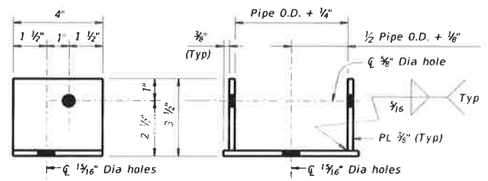
Pc = Pipe runner length (feet)

K = Constant values for use in formulas

Slope SL:1	K
3:1	~ 1.054
4:1	~ 1.031
6:1	~ 1.014



PIPE RUNNER PLAN



SIDE VIEW ELEVATION

Note: Upper and lower brackets match the required pipe diameters as shown in the table.

UPPER AND LOWER BRACKET DETAILS

STATE OF TEXAS
MAR 23 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER

Josh Ferguson

SHEET 2 OF 3

Texas Department of Transportation | Bridge Division Standard

SAFETY END TREATMENT WITH STRAIGHT WINGS

FOR 0° SKEW BOX CULVERTS
TYPE I ~ CROSS DRAINAGE

SETB-SW-O

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Rev No	Date	Description
5		
4		
3		
2		
1		
0	__/__/__	IFC

DRAWN: PAK
CHECKED: JCF
APPROVED: JCF
VERT.: N/A
HORIZ.: N/A
PROJECT NO.: BP19-04
Date: MAR 2021

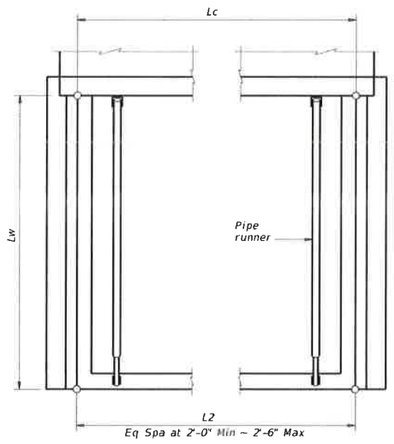
MIDLAND Engineering Services

SUNGLO STREET PAVING
BOND PROJECT
TxDOT DETAILS
2 OF 3

Scale: NTS
File : 2019\BP19-04 SUNGLO STREET

Culvert Station and/or Creek name followed by applicable end (Lt, Rt or Both) (12)	Lc (Ft)	L2			Pipe Runner (Pc)				3'-0" Anchor Pipe	
		No. Spa	Spa at (Ft)	Overall Length (Ft)	No.	Length (Ft)	Size (3",4" or 5")	Total Length (Ft) (12)	Size (2",3" or 4")	Total Length (Ft) (12)

(12) Quantities shown are for one structure end if Lt or Rt. Quantities shown are for two structure ends if Both.



PIPE RUNNER LAYOUT

SPECIAL NOTE:

This tabular sheet is to be filled out by the culvert specifier and provides information for the construction details and quantities of pipe runners.

An Excel 2010 spreadsheet to assist in completing this table can be downloaded from the Bridge Standards (English) web page on the TxDOT web site. The completed sheet must be signed, sealed, and dated by a licensed Professional Engineer.

Note that the tabular quantities are given for estimating purposes only. It is likely that these quantities will change due to field conditions. Therefore, all dimensions must be verified by the Contractor in the field prior to fabrication of the safety end treatment components.

STATE OF TEXAS
MAR 23 2021
JOSHUA C. FERGUSON
117692
LICENSED
PROFESSIONAL ENGINEER
Josh Ferguson

SHEET 3 OF 3

Texas Department of Transportation — Bridge Division Standard

SAFETY END TREATMENT WITH STRAIGHT WINGS

FOR 0° SKEW BOX CULVERTS
TYPE I ~ CROSS DRAINAGE

SETB-SW-O

FILE:	setb0se-20.dgn	DN: TxDOT	CK: TxDOT	CW: TxDOT	CK: TxDOT
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	REVISIONS				
		DIST	COUNTY		SHEET NO.

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CHECKED:	JCF	4							
APPROVED:	JCF	3							
VERT.:	N/A	2							
HORIZ.:	N/A	1							
PROJECT NO.:	BP19-04	0	_/_/_	IFC					
Date:	MAR 2021	Rev. No.	Date	Description					

MIDLAND Engineering Services

SUNGLO STREET PAVING
BOND PROJECT
TxDOT DETAILS
3 OF 3

Scale: NTS | File: 2019\BP19-04 SUNGLO STREET

60
OF 60

PACKET
7.339
April 27, 2021

City Council Meeting

Item Number: 8

Meeting Date: April 27, 2021

To: City Council / City Manager

From: Erika Martinez, Manager, Purchasing

Subject: RESOLUTION AWARDING A CONTRACT FOR THE SINCLAIR AVENUE MILL & INLAY PAVING BOND PROJECT TO JONES BROS. DIRT & PAVING CONTRACTORS, INC. OF ODESSA, TEXAS, AT A TOTAL COST OF $638,348.85; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT (GENERAL SERVICES)

Purpose:

Approval of a resolution authorizing the execution of a contract for the Sinclair Mill & Inlay Bond Project FY 2021 Project.

Recommended City Council Action:

Approve

Fiscal Impact:

Funds in the amount of $670,266.29 are available in Fund 120, the Road Bond Projects, and will be appropriated to a project for the purpose identified.

Discussion:

The City Manager approved plans and specifications and authorized advertisement for bids for the Approval of a resolution authorizing the execution of a contract for the Sinclair Mill & Inlay Bond FY 2021 Project. The bid request was sent to seventeen (17) companies. We received four (4) bids. Staff recommends awarding a contract to Jones Bros. Dirt & Paving Contractors, Inc. for the amount of $638,348.85. Please see the attached memo from Matt Carr, City Engineer, for more information.

Therefore, please consider a resolution awarding a contract for the Sinclair Mill & Inlay Bond FY 2021 Project to Jones Bros. Dirt & Paving Contractors, Inc. of Odessa, Texas for the amount of

$638,348.85. Staff is also requesting an additional $31,917.44 in contingences for a total cost of $670,266.29.

Morris Williams Jr.

City Manager's Office

INTEROFFICE MEMORANDUM

TO: Erika Martinez, Purchasing Manager

FROM: Abe Langston, Transportation Superintendent

SUBJECT: Sinclair Avenue Mill and Inlay Bond Project (Bid # 21002284)

DATE: April 16, 2021

CC: Gabe McClelland, Transportation Manager

Mill and Inlay includes removing all the existing distressed asphalt and replacing with new pavement. The existing asphalt is removed, stockpiled, and often reused by the City of Midland Transportation Division for street and alley maintenance, or it is blended and reused to make new hot mix asphalt. The Sinclair Mill and Inlay Road Bond Project includes the repaving of Sinclair from Midland Drive to Loop 250.

We have reviewed the bid tabulation for the Sinclair Mill and Inlay Road Bond Project. Jones Brothers Dirt and Paving Contractors, Inc. is the apparent low bidder and has a track record of successfully completing work in the City of Midland and the surrounding area. In addition, the unit prices appear to be in line with current pricing trends. Therefore, we are recommending award of the Sinclair Avenue Mill and Inlay Bond Project to Jones Brothers Dirt and Paving Contractors, Inc. in the amount of $670,266.29 (Base Bid + 5% Contingency).

Funding Source: The funds are available in Fund 120, the Road Bond Projects CIP, and will be appropriated to a project for the purpose identified.

Base Bid	$638,348.85
5% Contingency	$31,917.44
Total Contract Amount (Fund 120, the Road Bond Projects)	**$670,266.29**

RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT FOR THE SINCLAIR AVENUE MILL & INLAY PAVING BOND PROJECT TO JONES BROS. DIRT & PAVING CONTRACTORS, INC. OF ODESSA, TEXAS, AT A TOTAL COST OF $638,348.85; APPROPRIATING FUNDS; AND AUTHORIZING PAYMENT

WHEREAS, the Interim City Manager approved the plans and specifications and advertised for competitive bids for the Sinclair Avenue Mill & Inlay Paving Bond Project (the "Project"); and

WHEREAS, Bid No. 21002284 was opened on April 14, 2021, with the lowest responsible bidder being Jones Bros. Dirt & Paving Contractors, Inc. of Odessa, Texas ("Contractor"), having submitted a bid of $638,348.85 as shown on the bid tabulation attached hereto as Exhibit "A" and incorporated herein for all legal purposes; and

WHEREAS, the total cost of the work to be completed, according to the previously advertised plans and specifications and the unit prices in Exhibit "A", shall not exceed $638,348.85; and

WHEREAS, the City Council finds it to be in the public interest to execute a contract with Contractor for said Project;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Interim City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with Contractor for said Project at a total cost of $638,348.85, said contract being on file in the office of the City Secretary, referenced by the date and number of this resolution.

SECTION TWO. That the Interim City Manager is hereby authorized and directed to execute, on behalf of the City of Midland, change orders to said contract if the change orders, in total, do not increase the original contract price by more than five percent ($31,917.44).

SECTION THREE. That the sum of $670,266.29 is hereby appropriated from the Road Bond Projects CIP Fund 120 to a project account for said Project.

SECTION FOUR. That the City Comptroller is hereby authorized and directed to pay Contractor pursuant to the terms of said contract and change orders executed in accordance with this resolution in an amount not to exceed $670,266.29 from funds available in the aforementioned project account upon receipt of proper invoices or statements approved by the Interim City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2021, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, Interim City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Regina Stephenson, General Services Director

_____
Jose Ortiz, Engineering Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

City of Midland - Bid Tabulation

BID # 21002284 **Sinclair Mill and Inlay Paving Project FY2021** **OPENED** April 14, 2021			Jones Bros. Dirt & Paving Contractors Inc. 1401 S Grandview Odessa, TX 79761 Rex Chitty chitty@jonesdp.com		Reece Albert P.O. Box 3238 Midland, TX 79702 Mike Schmidt mikeh@reecealbertcom		CD King Construction P.O. Box 1254 Seminole, TX 79360 Chad King A.perez@jdkingcorp.com		Danny's Asphalt Paving, Inc. 2000 E 42nd #C310 Odessa, TX 79762 G.W. Hanson Gw@dannyspaving.com	
ITEM	QTY	DESCRIPTION	COST EA.	TOTAL	COST EA.	TOTAL	COST EA.	TOTAL	COST EA.	TOTAL
1	1	Mobilization, Job Site Safety, Erosion Protection, Traffic Control	15,000.00	$15,000.00	$27,504.21	$27,504.21	$15,597.67	$15,597.67	$69,000.00	$69,000.00
2	70	Unclassified Excavation	5.00	$350.00	$23.91	$1,673.70	$12.31	$861.70	$95.00	$6,650.00
	SY									
3	22400	Cold Milling Pavement (nominal 5")	2.64	$59,136.00	$3.16	$70,784.00	$4.16	$93,184.00	$2.01	$45,024.00
	SY									
4	4480	Prime Coat	3.83	$17,158.40	$5.07	$22,713.60	$4.18	$18,726.40	$4.55	$20,384.00
	GAL									
5	3700	3" Type C Asphalt Paving Intermediate Course (City Mix Design)	79.0000	$292,300.00	$102.16	$377,992.00	$110.84	$410,108.00	$115.00	$425,500.00
	TON									
6	2800	2" Minimum Ty. D Asphalt Paving Surface Course (City Mix Design)	79.00	$221,200.00	$110.46	$309,288.00	$112.40	$314,720.00	$110.00	$308,000.00
	TON									
7	70	6" Rock Base Repair (City Base)	13.26	$928.20	$27.32	$1,912.40	$75.12	$5,258.40	$85.00	$5,950.00
	SY									
8	675	Full Depth Sawcut (Asphalt)	1.15	$776.25	$3.97	$2,679.75	$1.66	$1,120.50	$2.80	$1,890.00
	LF									
9	9	Adjust Manhole	1,260.00	$11,340.00	$1,180.22	$10,621.98	$1,397.47	$12,577.23	$1,600.00	$14,400.00
	EA									
10	48	Adjust Water Valve Box	420.00	$20,160.00	$435.41	$20,899.68	$580.61	$27,869.28	$850.00	$40,800.00
	EA									
		TOTAL:		**$638,348.85**		**$846,069.32**		**$900,023.18**		**$937,598.00**

Bidding Summary:

17 **Bid requests were issued.**

4 **Bids listed above**

0 **NO BIDS were received.**

13 **Bidders did not respond.**

City of Midland - Bid Tabulation

BID # 21002284 **Sinclair Mill and Inlay Paving Project FY2021** **OPENED** April 14, 2021			Jones Bros. Dirt & Paving Contractors Inc. 1401 S Grandview Odessa, TX 79761 Rex Chitty chitty@jonesdp.com		Reece Albert P.O. Box 3238 Midland, TX 79702 Mike Schmidt mikeh@reecealbertcom		CD King Construction P.O. Box 1254 Seminole, TX 79360 Chad King A.perez@jdkingcorp.com		Danny's Asphalt Paving, Inc. 2000 E 42nd #C310 Odessa, TX 79762 G.W. Hanson Gw@dannyspaving.com	
ITEM	QTY	DESCRIPTION	COST EA.	TOTAL	COST EA.	TOTAL	COST EA.	TOTAL	COST EA.	TOTAL
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2	70	Unclassified Excavation	5.00	$350.00	$23.91	$1,673.70	$12.31	$861.70	$95.00	$6,650.00
	SY									
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	SY									
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	SY									
8	675	Full Depth Sawcut (Asphalt)	1.15	$776.25	$3.97	$2,679.75	$1.66	$1,120.50	$2.80	$1,890.00
	LF									
9	9	Adjust Manhole	1,260.00	$11,340.00	$1,180.22	$10,621.98	$1,397.47	$12,577.23	$1,600.00	$14,400.00
	EA									
10	48	Adjust Water Valve Box	420.00	$20,160.00	$435.41	$20,899.68	$580.61	$27,869.28	$850.00	$40,800.00
	EA									
		TOTAL:		**$638,348.85**		**$846,069.32**		**$900,023.18**		**$937,598.00**

Bidding Summary:

17 **Bid requests were issued.**

4 **Bids listed above**

0 **NO BIDS were received.**

13 **Bidders did not respond.**

THE CITY OF MIDLAND

CONTRACT

Contract No. 21002284

THIS CONTRACT, effective the 28th day of April, 2021, by and between the City of Midland, hereinafter referred to as "CITY", and Jones Bros. Dirt and Paving Contractors, Inc., hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: $ 638,348.85 DOLLARS

2. **Scope of Work:** COMPANY shall perform all work described for Sinclair Mill and Inlay Paving Project FY2021 in the following documents, attached hereto and incorporated herein by reference for all legal purposes.

EXHIBIT A..... Specifications, Proposal or Cost Summary
EXHIBIT B.....Intentionally Omitted
EXHIBIT C..... Bonding instructions for Public Works Contract of $50,000 and more
EXHIBIT D..... Wage Scale

3. **City:** The words "CITY's Representative" or "representative" shall mean Jose Ortiz or the designee under whose supervision these contract documents, including the plans and specifications, were prepared, or who may inspect work performed under this Contract; or such other representative, supervisor, or inspector as may be authorized by CITY to act in any particular capacity under this Contract.

4. **City's Representative:** CITY's Representative may make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents. CITY's representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, nor will such representative be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions incident thereto. CITY's representative will not be responsible for COMPANY's failure to perform the work in accordance with the contract.

5. **Company:** Unless otherwise stipulated, COMPANY shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel,

transportation and all other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of a good quality. COMPANY shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

5.1. COMPANY shall, at its expense, obtain all permits and licenses necessary for the performance of this contract and pay all fees and taxes required by law, and comply with all laws, ordinances, rules and regulations governing COMPANY's performance of the contract, including all environmental laws and regulations, whether state or federal.

5.2. All work shall be done and all materials furnished in strict conformity with the contract and specifications.

6. **Minor Work Not Mentioned:** All minor detail of the work not specifically mentioned in the Specifications but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are named in the contract. COMPANY will not be entitled to any additional compensation therefor unless specifically stated otherwise. Otherwise the term "extra work" as used in this contract shall mean and include all work that may be required by CITY to be done by COMPANY to accomplish any alteration or addition to the work as shown on the Specifications.

6.1. COMPANY shall perform all extra work under the direction of CITY's Representative when presented with a written work order signed by CITY's Representative, subject, however, to the right of the COMPANY to require written confirmation of such extra work order by CITY. Payment for extra work shall be as agreed in the work order.

7. **Safety:** COMPANY shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws. All machinery and equipment and other physical hazards shall be guarded in accordance with federal, state or municipal laws or regulations.

8. **INDEMNITY: COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR**

PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, THEIR AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

8.1. **COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSES OF ANY CHARACTER WHATSOEVER INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CITY, CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH COMPANY OR COMPANY'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8.1 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.**

8.2. **COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN CITY SO DESIRES, COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS CITY AND**

ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES. THE OBLIGATIONS CONTAINED IN THIS SECTION 8.2 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

9. **Start of Work:** COMPANY shall commence work no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such work no later than 20 calendar days after release to proceed.

10. **Clean Up:** COMPANY shall promptly remove from CITY's premises all materials condemned by CITY's Representative on account of failure to conform to the contract, whether actually incorporated in the work or not, and COMPANY shall at its own expense promptly replace such condemned materials with other materials conforming to the requirements of the contract. COMPANY shall also bear the expense of restoring all work of other contractors damaged by any such removal or replacement. If COMPANY does not remove and replace any such condemned materials within a reasonable time after a written notice by CITY, CITY may remove and replace such at COMPANY's expense.

11. **Warranty:** Neither the final payment nor any provision in this contract shall relieve COMPANY of responsibility for faulty materials or workmanship, and he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of substantial completion. CITY shall give notice of observed defects with reasonable promptness.

12. **Remedy:** CITY may, on account of subsequently discovered evidence, withhold whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:

12.1. Defective work not remedied; or

12.2. Claims filed or reasonable evidence indicating possible filing of claims; or

12.3. Failure of COMPANY to make payments promptly to subcontractors or for material or labor which CITY may pay as an agent for the COMPANY; or

12.4. Damages to another contractor or subcontractor.

When the above grounds to withhold payment are removed, or COMPANY provides a surety bond satisfactory to CITY, which will protect CITY in the amount withheld, payment may be released.

13. **Funding Out:** In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for contract payments due under the contract, then this contract shall terminate on the last day of the fiscal period for which full appropriations were made, without penalty or expense to CITY of any kind whatsoever.

14. **Wage Scale:** COMPANY agrees to pay all workmen in his employ no less than the generally prevailing wage rate for employees of similar category in the Permian Basin Area, as is depicted in the wage rate scale attached hereto as EXHIBIT D, and incorporated herein by reference for all legal purposes.

14.1. If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Contract, and all terms and requirements under said laws, by such incorporation, are made terms and requirements of this Contract, to which the parties to this Contract have agreed to be bound.

15. **Prompt Pay Act:** CITY and COMPANY agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

16. **Payment; Retainage:** After all work is completed by COMPANY, including all Change Orders altering the original scope and amount of the contract are completed, and the CITY has inspected and approved that the work is completed and in compliance with the contract and all subsequent Change Orders, the CITY may thereafter issue payment to COMPANY in the amount of the contract and all Change Orders. The CITY shall be the final judge of when the work is completed by COMPANY. The CITY, in its sole discretion, shall determine if the work under the contract and under any Change Orders has been done to the CITY's requirements.

16.1. The CITY may make periodic payments to COMPANY; provided, however, such periodic payments may only be made pursuant to this section, and only after all work and all Change Orders are completed by COMPANY and approved by the CITY. The approval shall be in the CITY's sole discretion. Requests for progress payments may be made to the extent of the materials and labor completed at the end of each month. Upon approval by the CITY or the CITY's representative, the request and invoice shall be forwarded for payment less 5% retainage. The total of these payments shall not exceed 95% of the total contract amount.

17. **Late Completion; Liquidated Damages:** It is hereby understood and mutually agreed, by and between COMPANY and the CITY, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed." COMPANY agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between COMPANY and the CITY, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

17.1. In the event COMPANY shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the CITY, then COMPANY and COMPANY's surety, if any, shall be liable for and does hereby agree, as a part consideration for the awarding of this contract, to pay to the CITY $500.00, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every day that COMPANY shall be in default after the time stipulated in the contract for completing the work. Further, the CITY shall have the right to cancel this contract for such delay. In the event the CITY cancels this contract pursuant to the terms of this section, the CITY shall pay to COMPANY only those monies deemed appropriate by the CITY, in its sole discretion, to compensate COMPANY for any work actually performed, less any liquidated damages COMPANY owes the CITY.

17.2. The said amount is fixed and agreed upon by and between COMPANY and the CITY because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the CITY would in such event sustain, and said amount is agreed to be the amount of damages which the CITY would sustain and said amount shall be retained from time to time by the CITY from current periodical estimates.

17.3. It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that COMPANY shall not be charged with liquidated damages or any excess cost when the CITY determines, in its sole discretion, that COMPANY is without fault and COMPANY's reasons for the time extension are acceptable to the CITY. Provided, further, that COMPANY shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

a. To any preference, priority or allocation order duly issued by the Government;

b. To unforeseeable cause beyond the control and without the fault or negligence of COMPANY, including, but not restricted to, acts of God, or of the public enemy, acts of the CITY, acts of another contractor in the performance of a contract with the CITY, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and

c. To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

17.4. Provided, further, that COMPANY shall, within ten (10) days from the beginning of such delay, unless the CITY shall, in its sole discretion grant a further period of time prior to the date of final settlement of the contract, notify the CITY, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify COMPANY within a reasonable time of its decision in the matter.

17.5. **COMPANY AGREES THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES MAY BE RECOVERED BY THE CITY FROM RETAINAGE HELD BY THE CITY. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER ARISING FROM THE CITY WITHHOLDING PAYMENT FROM COMPANY AS LIQUIDATED DAMAGES FOR COMPANY'S FAILURE TO COMPLETE THE WORK WITHIN THE TIME SPECIFIED HEREIN, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.**

17.6. **COMPANY SHALL RECEIVE NO FINANCIAL COMPENSATION FOR DELAY OR HINDRANCE TO THE WORK. IN NO EVENT SHALL THE CITY BE LIABLE TO COMPANY OR ANY SUBCONTRACTOR OR SUPPLIER, ANY OTHER PERSON OR ANY SURETY FOR OR ANY EMPLOYEE OR AGENT OF ANY OF THEM, FOR ANY DAMAGES ARISING OUT OF OR ASSOCIATED WITH ANY DELAY OR HINDRANCE TO THE WORK, REGARDLESS OF THE SOURCE OF THE DELAY OR HINDRANCE, INCLUDING EVENTS OF FORCE MAJEURE, AND EVEN IF SUCH DELAY OR HINDRANCE RESULTS FROM, ARISES OUT OF OR IS DUE, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF THE CITY. COMPANY'S SOLE REMEDY IN ANY SUCH CASE SHALL BE AN EXTENSION OF TIME.**

18. **No Third Party Beneficiary:** CITY's approval of this contract does not create a third party

beneficiary. There is no third party beneficiary to this contract. No person or entity who is not a party to this contract shall have any third party beneficiary or other rights hereunder.

19. WAIVER OF ATTORNEY FEES: BY EXECUTING THIS CONTRACT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY REGARDING THE AWARD OR ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THIS CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS CONTRACT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING, BUT NOT LIMITED TO, ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.

COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY-EXISTING KNOWN RIGHT. COMPANY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS CONTRACT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND COMPANY. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OR GOVERNMENTAL IMMUNITY AND SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

COMPANY IS RELYING ON ITS OWN JUDGMENT. COMPANY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION. THE OBLIGATIONS CONTAINED IN THIS SECTION 18 SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

20. **Governmental Immunity:** By executing this contract CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

21. **Insurance:**

COMPANY shall at all times during the term of this Contract maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):	
-Personal Injury:	$1,000,000.00 per person
	$1,000,000.00 per occurrence
-Property Damage:	$500,000.00 per occurrence
Business Automobile Liability:	$250,000.00 combined single limit - Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$500,000.00 per accident or occurrence

The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on a claims-occurred basis. This insurance shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Business Automobile Liability insurance provided by COMPANY shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the work that is the subject of this Contract. This insurance shall name CITY as an additional insured and waive subrogation in favor of CITY.

The Workers' Compensation coverage provided by COMPANY shall inure to the benefit of employees injured during the course and scope of their employment by COMPANY pursuant to this Contract. The Workers' Compensation shall waive all rights of subrogation in favor of CITY.

All insurance required pursuant to this Contract shall provide for a waiver of subrogation in favor of CITY. All insurance required pursuant to this Contract, except for Workers' Compensation Insurance, shall name CITY as an additional insured on a claims occurred basis. CITY shall be provided the notice by COMPANY's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

COMPANY shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Contract to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of

subrogation in favor of the City of Midland and policies that name the City of Midland as an additional insured on a claims occurred basis (except workers' compensation).

The parties agree that, prior to the execution of the Contract, COMPANY shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of CITY. CITY shall not be required to provide any insurance whatsoever pursuant to this Contract.

COMPANY certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. COMPANY shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of COMPANY.

22. **Assignment**: COMPANY shall not, either directly or indirectly, assign all or any part of this Contract or any interest, right or privilege herein, without the prior written consent of CITY. The issue on whether or not to grant consent to an assignment is in the sole discretion of CITY.

23. **RELEASE: NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY AND CITY'S COUNCIL MEMBERS, EMPLOYEES, AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER THAT COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE. THE OBLIGATIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS CONTRACT**.

24. **Governing Law and Venue:** This contract shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this contract shall be deemed to have occurred in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this contract or the performance of this contract shall be in Midland County, Texas.

25. **Independent Contractor:** COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of CITY. COMPANY shall have exclusive control of, and the exclusive right to control the details of the services and work to be

performed hereunder, and all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors and the doctrine of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Contract shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this contract is intended or construed as creating a "Community of Pecuniary Interest" or an "Equal Right of Control" which would give rise to vicarious liability.

COMPANY shall be an independent contractor under this Contract and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. CITY does not have the power to direct the order in which the work is done. CITY shall not have the right to control the means, methods or details of COMPANY's work. COMPANY shall assume exclusive responsibility for the work. COMPANY is entirely free to do the work in its own way.

26. **Notice of Alleged Breach; Statutory Prerequisites:** As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Contract, COMPANY or its legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Contract) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY shall settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to provide such written notification within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY's notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision to the contrary, COMPANY's failure to comply with the

requirements of this Section shall perpetually bar COMPANY's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Contract are reasonable. The provisions and obligations of this Section shall survive the termination of this Contract.

27. **Consideration:** The terms of this Contract are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

28. **Termination At Will:** CITY may terminate this Contract at will for no or any reason upon giving at least one hundred eighty (180) days written notice to COMPANY. The parties to this Contract understand and agree that it is in CITY's sole discretion to cancel the Contract during the term of the Contract without penalty to CITY. COMPANY has no expectation and has received no guarantees that this Contract will not be terminated before the end of the Contract term. The parties have bargained for the flexibility of terminating this Contract upon tender of the requisite notice at any time during the term of the Contract. All work and services under the Contract shall be suspended upon termination of the Contract becoming effective.

29. **Compliance:** COMPANY agrees that it shall comply with Texas Government Code Section 2252.908, *et seq.*, as amended. COMPANY agrees that it shall comply with Texas Local Government Code Section 176.006, *et seq.*, as amended.

30. To the extent that Section 2271.002 of the Texas Government Code 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 Section 2271.002 of the Texas Government Code does not apply to this Contract, such verification is not required, and COMPANY shall be deemed to have not made such verification.

31. **Records Retention and Production of Information.** To the extent that this Contract constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Contract as provided by the records retention requirements applicable to CITY for the duration of this Contract; (ii) promptly provide to CITY any contracting information related to the Contract that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Contract, either: (a) provide at no cost to CITY all contracting information related to the Contract that is in the custody or possession of COMPANY; or (b) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to CITY.

32. **Public Information.** To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, COMPANY agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract, and COMPANY agrees that the contract can be terminated if COMPANY knowingly or intentionally fails to comply with a requirement of that subchapter.

33. **Conflict of Terms.** If a conflict of terms or language exists between: (i) any of the provisions of this Contract and (ii) any of the provisions contained in any exhibit(s) attached to this Contract, precedence shall be given to the provisions of this Contract. For the avoidance of any doubt, the provisions contained in this Contract shall supersede any and all conflicting provisions contained in any exhibit(s) attached hereto. Furthermore, the parties acknowledge and agree that any provision contained in an exhibit(s) attached to this Contract that imposes an additional express or implied obligation on CITY is hereby made void and of no force or effect. CITY's sole and exclusive obligations under this Contract are contained in the provisions of this Professional Services Contract that precede the signature page(s), which evidences the parties' execution.

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, Interim City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLYAS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____ §
§
COUNTY OF_____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 20____ personally appeared, _____, an officer of Jones Bros. Dirt and Paving Conctractors, Inc., known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____day of _____, 20____.

_____
Notary Public, State of _____

CITY OF MIDLAND

PURCHASING DIVISION DATE: 3/24/2021

BID REQUEST PAGE: 1

(THIS IS NOT AN ORDER) **BID NO: 21002284**

OPENING TIME: 2:00 PM **CLOSING DATE: 4/14/2021**

CITY OF MIDLAND
300 NORTH LORAINE
P. O. BOX 1152
MIDLAND, TX 79702

BIDS WILL BE RECEIVED IN THE OFFICE OF THE Office of the City Secretary, Suite 330, Midland, TX UNTIL 2:00 P.M. 4/14/2021 FOR GOODS AND SERVICES DESCRIBED BELOW WHICH WILL BE DELIVERED TO:

Various locations, Midland, TX

ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
			Labor, material, equipment, and supervision necessary for the Sinclair Mill/Inlay Paving Project FY2021 in accordance with the attached specifications and contract.	$638,348.85	
				TOTAL	$638,348.85

NOTICE TO BIDDERS:

1. FAILURE TO RESPOND WITH EITHER A BID OR "NO BID" WILL SUBJECT YOUR FIRM TO REMOVAL FROM THE BID LIST FOR THIS TYPE OF MATERIAL, EQUIPMENT OR SUPPLY ITEM.
2. BIDS SHALL BE DELIVERED TO THE CITY IN A SEALED PACKAGE (ENVELOPE, ETC) **UNLESS THE CITY STATES** THAT THE BID MAY BE FAXED OR E-MAILED, OTHERWISE, BIDS FAXED OR E-MAILED DIRECTLY TO THE CITY WILL BE REJECTED. A SEALED BID MAY BE FAXED TO A THIRD PARTY FOR SEALED DELIVERY TO THE CITY. PLEASE CALL FOR MORE INFORMATION.
3. IF THIS PURCHASE REQUIRES A CONTRACT, THE ATTACHED CONTRACT AND INSURANCE REQUIREMENTS ARE **NON-NEGOTIABLE**. MODIFICATIONS BY BIDDER/CONTRACTOR OF ANY MATERIAL TERM(S) TO THE CONTRACT DOCUMENTS WILL BE DEEMED A NON-RESPONSIVE BID. NON-RESPONSIVE BIDS WILL BE REJECTED. BIDDER/CONTRACTOR MUST BE WILLING TO SIGN THE CONTRACT AS IS AND WITHOUT MODIFICATIONS, PROVIDE PROPERLY EXECUTED BONDS (IF APPLICABLE) AND PROVIDE INSURANCE SPECIFICALLY AS REQUIRED WITHIN THE CONTRACT DOCUMENTS **WITHIN 21 DAYS** OF THE DATE OF THE TRANSMITTAL LETTER.
4. IF THE SELECTED BIDDER/CONTRACTOR CANNOT MEET THE REQUIREMENTS OF PARAGRAPH 3, THEN THE CITY RESERVES THE RIGHT TO AWARD THIS PURCHASE TO ANOTHER BIDDER.
5. **IMPORTANT NOTICE** – IF THE CONTRACT DOCUMENTS REQUIRE WORKER'S COMPENSATION INSURANCE, BIDDER/CONTRACTOR MUST CARRY WORKER'S COMPENSATION INSURANCE TO BE ELIGIBLE FOR THIS CONTRACT. IF YOU CANNOT PROVIDE WORKER'S COMPENSATION INSURANCE AS REQUIRED BY STATE OF TEXAS STATUTE WE RESPECTFULLY REQUEST THAT YOU "NO BID" THIS WORK.

FOR ADDITIONAL INFORMATION, CONTACT (432) 685-7234 OR 685-7233. FAX NO. (432) 685-0523

NOTE: EACH BIDDER IS TO INDICATE BRAND NAME PRODUCT NUMBER AND ATTACH DESCRIPTIVE LITERATURE CLEARLY MARKED TO SHOW EACH ITEM ON THIS BID.

THE UNDERSIGNED HEREBY OFFERS TO FURNISH AND DELIVER THE ARTICLES OR SERVICE AS SPECIFIED ABOVE AT THE PRICES AND TERMS HEREIN STATED AND IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND CONDITIONS OF BIDDING ALL WHICH ARE MADE A PART OF THIS OFFER. THIS OFFER IS NOT SUBJECT TO WITHDRAWAL WITHOUT PERMISSION.

COMPANY NAME: Jones Bros. Dirt & Paving Contractors, Inc.
ADDRESS 1401 S. Grandview
CITY Odessa ST Texas ZIP 79761
PHONE NO. 432-332-0721 FAX NO. 432-332-0724
EMAIL: r.chitty@jonesdp.com

CASH DISCOUNT: _____ % N/A DAYS

DELIVERY CAN BE MADE _____

AUTHORIZED SIGNATURE _____

PLEASE READ CONDITIONS FOR BIDDING ON BACK BEFORE SUBMITTING

MIDLAND
Purchasing Division

On-line responses will not be allowed for this solicitation. Please print these documents and submit your bid in a sealed envelope to:

Mailing Address:

The City Secretary's Office
City of Midland
P. O. Box 1152
Midland, TX 79702

OR

Physical Address:

The City Secretary's Office
City of Midland
300 N. Loraine, Suite 330
Midland, TX 79701

ATTENTION: The public bid opening will be in the City Council Chambers in order to maintain social distancing due to COVID-19.

BID SCHEDULE

Sinclair Mill & Inlay Paving Project FY2021

The various items in the Bid Schedule shall be paid at the unit price bid. Bidder agrees to perform all work described in the Contract Documents for the following unit prices:

These unit prices or lump sums shall be full compensation for furnishing all materials, equipment, labor, tools, power and transportation necessary to complete the construction of the various items of the FY 2021 Mill and Inlay Project—Sinclair.

The estimated quantities shown in this Bid Schedule are approximate and are to be used only as a basis for estimating probable cost of the work to be accomplished. The materials furnished may differ somewhat from these estimates. In addition, the City of Midland reserves the right to increase, reduce, or delete any item(s) in the bid schedule as deemed to be in the best interest of the City. Payment shall be based on the unit price for the actual amount of such work completed and/or the material furnished. The roadway sections to be paved are shown on the attached FY 2021 Mill and Inlay Project—Sinclair map and more fully described on the attached summary of said roadway sections.

The Bidder hereby agrees to commence work within fifteen (15) calendar days after the written notice to do so and to substantially complete the same within ninety (30) calendar days after receipt of notice to proceed, subject to such extensions of time as are provided by the General and Special Conditions.

Base Bid – Sinclair Mill & Inlay Paving Project FY2021

ITEM	DESCRIPTION	UNIT	QTY	UNIT	TOTAL
1	Mobilization, Job Site Safety, Erosion Protection, and Traffic Control	LS	1	$15,000.00	$15,000.00
2	Unclassified Excavation	SY	70	$5.00	$350.00
3	Cold Milling Pavement (Nominal 5")	SY	22,400	$2.64	$59,136.00
4	Prime Coat	GAL	4,480	$3.83	$17,158.40
5	3" Type C Asphalt Paving Intermediate Course (City Mix Design)	TON	3,700	$79.00	$292,300.00
6	2" Minimum Ty. D Asphalt Paving Surface Course (City Mix Design)	TON	2,800	$79.00	$221,200.00
7	6" Rock Base Repair (City Base)	SY	70	$13.26	$928.20
8	Full Depth Sawcut (Asphalt)	LF	675	$1.15	$776.25
9	Adjust Manhole	EA	9	$1,260.00	$11,340.00
10	Adjust Water Valve Box	EA	48	$420.00	$20,160.00

TOTAL BASE BID: $638,348.85

X _____

Contractor

Date: April 14, 2021

Sinclair Mill & Inlay Paving Project FY2021

Special Provisions—Sinclair

1. General

Work shall include milling the existing asphaltic pavement to a 5 inch depth, blading and/or cleaning the underlying surface, spraying a tack-coat, placing a 3" Ty. C HMAC intermediate course at selected roadways, re-paving the roadway with 2 inches minimum of Ty. D HMAC, applying new reflectorized pavement markings, and the work zone traffic control necessary to complete all phases of the project. Work shall also include the adjustment of water valve covers and manhole lids, as necessary. All work shall be completed according to the City of Midland Standard Specifications and Design & Construction Standards, unless otherwise noted. The streets to be paved are shown on the attached FY 2021 Mill and Inlay Project—Sinclair map.

The Contractor shall commence work within fifteen (15) calendar days after the written notice to do so and to substantially complete the same within 30 calendar days after receipt of notice to proceed, subject to such extensions of time as are provided by the General and Special Conditions.

Testing—it is the Contractor's responsibility to perform all required testing for any and all materials and workmanship performed or installed as part of the project's work. The cost of all such testing shall be borne solely by the Contractor. The cost of testing rework resulting from a failed test will also be borne by the Contractor. Contractor's cooperation will be required for material sampling by the City's material testing consultant.

Contractor shall share all testing results with the Project Manager (Rick Brown: rbrown@midlandtexas.gov).

Required Testing and Proof of Reporting Will Include:

BASE—all base surfaces shall be proof rolled in accordance with City of Midland standards with a City employee present at all times. All areas identified as failing during proof rolling shall be repaired in a method approved by the Project Manager. Examples of areas that may need repair are: road base that has been compromised by either moisture or tree roots or any other areas that, in the opinion of the Project Manager, need to be removed and replaced.

Asphalt Hot-Mix—a Nuclear Gage Density Test will be required for every 250 linear feet of asphalt pass. The acceptable field density range for construction of this project shall be 93% - 98% with a target density of 96.5%. Test results shall be given to the Project Manager upon completion of each test.

Qualification of Material Sources—tack coat, material used for underseal, hot mix asphalt concrete, and any reinforced concrete material used for the project shall conform to The City of Midland's Standard Specifications, unless otherwise noted. In addition, producers of hot mix asphalt concrete are to have a proven record of acceptance by the Texas Department of Transportation.

OSHA requirements and all other applicable federal, state, or City of Midland safety requirements are to be followed and complied with at all times.

Any issues, conflicts, or discrepancies encountered in the field that conflict with the planned progress of the project are to be brought to the attention of the Project Manager prior to making any changes in the field.

The contractor is reminded that this project is located in an urban environment, trees and overhead utility lines are common. The Contractor shall provide the proper equipment to complete the work in the urban environment.

Notifications

Contractor shall provide and distribute notice to all impacted residents and property owners at least three (3) days prior to beginning work.

- Contractor shall indicate dates for milling operations and then paving operations; if necessary include a map showing closed-off areas.
- Provide the name of the company and the phone number of a person of authority on site who represents the CONTRACTOR who can be reached at any time during the work.
- Warn of potential vehicle tow away and other construction issues affecting the neighborhood.
- Should work not occur on a specified day after the notices have been distributed, the contractor shall issue an updated notice.
- A copy of the notice shall be submitted to the Transportation Division prior to the beginning of the project for approval.
- If the City of Midland supplies the Contractor with notices, the Contractor shall distribute the City supplied notices instead of their own three (3) days prior to beginning work.

2. Construction Methods

Construction Schedule—it shall be the responsibility of the contractor to provide a project schedule to City staff prior to construction. The schedule should outline the anticipated start and end dates for each phase of the mill and Inlay project.

The phasing plan shall be submitted within 14 days after the notice of award and shall be approved by the City of Midland Transportation Division before the notice to proceed will be executed. The phasing plan shall meet the following requirements:

1. The proposed sequence of work shall be divided into distinct phases. The number and order of the phases shall be at the discretion of the Contractor;

2. Each phase must be planned in such a manner that all work contemplated for a particular phase will be completed within 21 calendar days. Completion of a phase shall include necessary milling, reshaping, compacting, base repair, applying tack coat, HMAC overlay, backfill, fine grading and cleanup;

3. No phase shall be started until the previous phase is complete, unless approved by the City of Midland Engineering Department.

4. Notification of intent to start a new phase must be requested by the Contractor and approved by the City of Midland Engineering Department prior to beginning work.

Intersections—except where concrete valley gutters are in place (or unless otherwise specified), paving at all intersecting streets will be through the end of radius (ER).



City and TXDot/County Street Intersections—Contractor shall pave to the curb line of any intersecting state or county roads (unless otherwise specified).



- **EXEPTION:** At Sinclair and Loop 250 Contractor is not required to pave to the curb line. Saw cut a new joint just west of the existing patch in the ER (unless new developments warrant otherwise)

Traffic Control—proper traffic control is the sole responsibility of the contractor and shall be in accordance with the TMUTCD. Care shall be used to create a safe work area, with minimal impact on the flow of traffic. Access to properties adjacent to the work zone shall be maintained at all times unless otherwise directed by City staff. A minimum of two travel lanes (one for each direction) shall remain open at all times on all arterial streets. If the milled area is opened to traffic, it will be the contractor's responsibility to provide and place temporary flexible-reflective road marker tabs designating lane lines.

The contractor shall place ramps, as directed by City staff, to provide for a smooth transition from existing pavement to the milled surface.

Residential streets and minor collectors may be closed when workers are present; however, access to properties adjacent to the work zone shall be maintained at all times. No more than two consecutive adjacent roadways shall be closed during the Mill and Inlay Project. Streets receiving Mill and Inlay shall be opened to local traffic when workers are not present.

For the entire Mill/Inlay project, the maximum length under construction at any time shall not exceed one mile, or the distance between two arterials.

A traffic control plan for each phase of the mill and Inlay project shall be submitted to the City of Midland's Transportation Division (Rick Brown: rbrown@midlandtexas.gov) no less than 48 hours prior to the beginning of construction. It will then be sent to Midland's Traffic Operations Division for final approval before any construction can commence.

If the contractor elects to remove the cast iron features at water valves and sewer manholes prior to the removal of pavement, two-way traffic shall be maintained, and all holes shall be filled with material suitable for vehicular traffic. The adjustment of water valve covers and manhole lids to match the new pavement will require a traffic control plan separate from the plan submitted for the Mill and Inlay phase. Construction cannot begin without a traffic control plan approved by the City of Midland's Transportation and Traffic Operations Divisions.

Stop equipment for traffic when crossing any traffic lanes. Lane closures in accordance with TMUTCD shall be used at arterial roadways adjacent to streets receiving Mill and Inlay when needed.

Place orange fencing around sidewalk, wheelchair ramps, and other pedestrian areas that pose a hazard to pedestrian traffic.

Existing Infrastructure—all existing manholes and valves shall be adjusted to finished roadway elevation, matching the finished cross-slope including concrete collars as per standard details.

It shall be the responsibility of the contractor to protect cast iron features, not planned for replacement, from damage which may occur during construction. The contractor shall replace or repair, as directed by the Project Manager, any structures damaged during the life of the contract. No payment will be made for repair or replacement of damaged items.

Two-way traffic shall be maintained while adjustments are being made to cast iron features. All holes resulting from the initial lowering of manholes and valves shall be filled with material suitable for vehicular

traffic. **The adjustment of water valve covers and manhole lids to match the new pavement will require a traffic control plan separate from the plan submitted for the Mill and Inlay phase.**

Replacement of cast iron ring & cover and valve boxes shall be accomplished by removing all necessary concrete/asphalt and salvaging the existing R&C or valve box (prior to the milling operation). Upon completion of the removal, the affected areas shall be plated and prepared for asphalt placement. Once the asphalt surface course has been completed, the asphalt shall be saw cut and the R&C or valve box adjusted to the appropriate grade and constructed in accordance with standard City specifications. Concrete around manholes shall be at least 4'x4' in a diamond shape (a square turned 45 degrees to the flow of traffic). Concrete around valve boxes shall be at least 2'x2'.

Milling and Cleaning of Existing Pavement—mill designated area to a nominal depth of 5" using a self-propelled asphalt planer. Care should be taken to ensure that the specified depth and cross-slope is maintained. Perform milling operation, including removal of the milled material, in a manner that prevents dust and other particulate matter from escaping into the air. Millings will become the property of the Contractor and hauled away. Removal of pavement millings shall be the responsibility of the Contractor. This work shall be incidental to the work.

Ensure that the milled area is free from gouges, continuous grooves, ridges, and delaminated areas and has a uniform texture. Correct deviations greater than ¼ inch in 16 ft. measured longitudinally or greater than ¼ inch over the entire width of the cross-section. Correct by loosening, adding, or removing material and recompact, as necessary. If pavement below the specified milling level becomes dislodged or delaminated, remove and replace. When the underlying rock base is exposed after milling, the surface shall be finished to a smooth surface by blading, watering, and compacting. All milled surfaces shall be proof – rolled in accordance with City of Midland Standards prior to the application of a tack coat. All existing base course will be proof rolled with a minimum 25-ton pneumatic roller. All areas identified as failing during proof – rolling shall be repaired prior to paving.

Except where concrete valley gutters exist, saw cut at the limits of paving at intersections and at other limits requiring a neat edge between new and existing pavement. Blade and/or clean with mechanical sweeper the milled area before opening to traffic or before the subsequent tack coat and resurfacing.

Saw cut at the limits of paving at intersections and at other limits requiring a neat edge between new and existing pavement. Blade and/or clean with mechanical sweeper the milled area before opening to traffic or before the subsequent tack coat and resurfacing.

When the milled surface is opened to traffic a "wedge" of material shall be placed longitudinally between lanes, at intersections, and at driveways. The "wedge" shall be removed and properly disposed of prior to paving operations. Material will be approved by the Project Manager. This work will not be paid for directly but is subsidiary to various bid items. At transverse edges of milled areas, provide a smooth transition from the milled surface to the existing pavement.

Tack Coat—uniformly spray tack coat using materials and methods outlined in the City of Midland's Standard Specifications. Uniformly apply tack coat to all longitudinal and transverse joints. Correct

uncoated or lightly coated areas. Blot areas showing an excess of tack coat with sand or other similar material and remove blotting material before paving.

Tack coat will be subsidiary to hot-mix paving items.

Prime Coat—prime coat shall be placed as per City Standard Specifications on top of all prepared base course surfaces. Prime coat shall be measured by the gallon **before** dilution. Water will not be included in the measurement for payment.

Paving with Hot Mix Asphaltic Concrete— Install a 3-inch Ty. C hot mix asphaltic concrete intermediate course at selected roadways according to the City of Midland's Standard Specifications and Design and Construction Standards, unless otherwise noted.

Then install a 2-inch minimum Ty. D hot mix asphaltic concrete surface course according to the City of Midland's Standard Specifications and Design and Construction Standards, unless otherwise noted.

Before paving, the existing surface shall be saw cut at least 6 inches beyond all sides of the milled area, or the limits of broken or undermined pavement. Square off edges of the surface pavement to a 90 degree angle to the underlying surface. Offset the joint in the surface course from the lane lines by 6 inches. When constructing a joint between lanes of opposing traffic, offset the joint by 6 inches into either lane.

At crowned roadway sections, the proposed pavement elevation shall be flush with the existing curb to allow for positive drainage to the curb flowline. At inverted roadway sections, the proposed pavement elevation shall also be flush with the existing curb to allow for positive drainage.

After paving, the contractor shall place temporary flexible-reflective road marker tabs designating lane lines.

Joints—all longitudinal pavement joints shall be offset from any traffic wheel paths. Transverse pavement joints shall only be permitted at intersections.

Contractor shall seal all concrete and pavement joints with Texas Department of Transportation (TxDOT) DMS-6310 SL-2 seal and, an American Society for Testing and Materials (ASTM) D 1190 hot-applied single component joint sealant, or a City of Midland approved equal. This does not include pedestrian access ramps or sidewalks.

If applicable, Contractor shall use and place approved expansion joint material between the existing curb and any proposed new curb.

Reflectorized Pavement Markings—if required to remove existing pavement markings and markers, Contractor is to repair excessive damage to the pavement with an approved material at the Contactor's expense. When required, removed pavement markers will be disposed of properly. The Contractor shall be responsible for the maintenance of temporary marker tabs while applied. The Contractor shall also be responsible for the removal and proper disposal of temporary marker tabs from the project in coordination with the placement of new permanent markings.

Non-removable work zone pavement markings will be paint in accordance with Item 666, Type II, or other approved materials of the Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, latest edition.

Apply thermoplastic Type I reflectorized pavement markings for long-line markings in accordance with Item 666 of the Texas Department of Transportation's Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, latest edition. Short-line and symbol markings shall be thermoplastic in accordance with item 666, Type I, or Item 668 of the Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, latest edition.

Thermoplastic pavement markings shall be placed no sooner than 30 days, and no later than 90 days, after hot mix asphaltic concrete is installed. The contractor shall replace temporary road marker tabs as necessary throughout the project until permanent pavement markings are installed, and shall remove all tabs with installation of permanent markings.

Final Cleanup—Contractor shall make all reasonable effort to clean and restore project site to original or better condition at the conclusion of construction activity. This includes but is not limited to street sweeping and other sediment removal, and the removal of construction material and debris.

After construction, restore adjacent surfaces to a condition approved by the Project Manager. This work is subsidiary to mobilization.

3. Additional Notes

The intent of the Mill and Overlay Project at all adjacent street and intersections includes surface improvements and drainage improvements. The contractor shall ensure positive surface drainage in the mill and inlay areas with special attention to surface drainage within all intersections. At the intersections, do not simply repeat the longitudinal slope.

Contractor should provide and place erosion control protection at gutter locations at the limits of the work zone, including applicable intersections adjacent to the work zone. Erosion control protection shall also be placed at storm drain inlets in the work zone. All BMPs shall be installed in accordance with industry standards and regulations.

If concrete is used as a part of this contract, the Contractor shall have an approved concrete washout location within the work zone.

4. Pay Item Notes

1. Shall include all necessary equipment, labor and materials to provide jobsite safety, erosion protection, and construction signing / traffic control in accordance with TMUTCD standards. Unit payment shall be lump sum.

2. Shall include the necessary equipment, labor and materials to remove areas as noted by the City Representative. All areas noted for removal shall be excavated prior to the milling operation. Additional areas may be noted by the City representative after the milling operation. All excavation shall be a nominal depth of 10" (HMAC + Base Rock).

3. Shall include the equipment, labor and materials to mill the existing pavement. Nominal milling depth of 5"

    - Street width may vary ± in the field. Payment for this item will be based upon the standard street width provided in these bid documents.
    - Exceptions: variations at intersections, turn lanes, bulbs, cul-de-sacs, etc.

4. Shall include the necessary equipment, labor and material to apply the prime or tack coat as directed by the City representative. Application rate not to exceed 0.20 gal/sy for prime coat and 0.05 gal/sy for tack coat. Prime coat will be measured by the gallon before dilution. Water used in the dilution of the emulsified asphalt will not be measured for payment.

5. Shall include the necessary equipment, labor and material to install the asphalt intermediate course on streets that have been milled. Unit payment shall be tons and shall not exceed 10% of the calculated yield without approval of a City representative.

6. Shall include the necessary equipment, labor and material to install the asphalt surface course on streets that have been milled. Unit payment shall be tons and shall not exceed 10% of the calculated yield without approval of a City representative.

7. Shall include the necessary equipment, labor and materials to remove and replace areas noted by the City representative with base rock. Examples of areas that may need repair are: road base that has been compromised by either moisture or tree roots or any other areas that, in the opinion of the Project Manager, need to be removed and replaced. In areas of full-depth removal, prime will be required. AE-P and CSS-1H are both acceptable. Unit payment shall be square yards.

8. Shall include the necessary equipment, labor and material to saw cut asphalt to full depth for removal and replacement in pay items 2 & 7. Unit payment shall be linear foot. All other saw cuts are subsidiary to Items # 5 &6.

9-10. Shall include the necessary equipment, labor and material to provide traffic control, remove, salvage and install new or existing cast iron features (cast iron ring & cover and valve box) including concrete collars. All features visible from the surface or noted by City representative shall be removed and prepared for replacement.

The City, at its discretion, may provide new manhole rings and lids and/or valve boxes at certain locations that it deems necessary. Contractor shall reinstall original feature or City provided feature.

All franchise utility features shall be replaced using the removed material unless new material is provided by the utility.

FY 2021 Sinclair Mill & Inlay Paving Project

Street	From	To	M&I Depth	SY	Primary Width	MH	Valves	NOTES
Sinclair	Loop 250	Midland	5"	21,333	37	8	46	Primary width is average width
TOTAL				**21,333**		**8**	**46**	

8.36 JACKET April 27, 2021


Sinclair Mill & Inlay Paving Project
WADLEY
SUNBURST
WHITTLE
MARK
DENTCREST
RUIDOSO
NELSON
ASPEN
ELMA
CLOUDCROFT
FERNCLIFF
SUNMORE
FREDNA
GREENBRIAR
PRESTON
LA SALLE
PHILLIP
CINDY
IDLEWILDE
MARANATHA
DEBBIE
CIMMARON
REES
RAINBOW
DENGAR
TAMMY
FANNIN
PINION
DORA
HOYA
NEELY
SUNSHINE
BRIDGE WATER
ARBOR
HELEN GREATHOUSE
CHON
STANOLIND
MANOR VILLAGE
SONORA
WYLEA
GULF
WALLACE
PEVEHOUSE
RED BLUFF
EVERGLADE
HUMBLE
ABELL-HANGER
MCKITTRICK
MUSTANG
BANDERA
PALO DURO
LAJITAS
ADOBE
LINDORA
REGAL
ABBEY
WYDEWOOD
MARCIE
SHELL
CHISOS
ELDORADO
SINCLAIR
RIVERDALE
GEORGETOWN
NASHVILLE
MEMPHIS
WESTOVER
CHARLOTTE
NEWPORT
WOODCREST
BATES
MIDLAND
ANDREWS
250
LOCKHEED
SENTINEL
DOUGLAS
WESTCLIFF
PRINCETON
HARVARD
BEDFORD
COUNTRY CLUB
CUTHBERT
LAURA
EDGEWOOD
GOLIAD
BOWIE
TECHNOLOGY
N
Legend
Sinclair
City Limit

THE CITY OF MIDLAND

CONTRACT

21002284

THIS CONTRACT, effective the _____ day of _____, 20__, by and between the City of Midland, hereinafter referred to as "City", and _____, hereinafter referred to as "Company", is made for the following considerations:

1. **Cost:** Total Proposal: $ _____ DOLLARS

2. **Scope of Work:** Company shall perform all work described for Sinclair Mill and Inlay Paving Project FY2021 of this Contract in the following documents, attached hereto and incorporated herein by reference for all legal purposes.

EXHIBIT A..... Specifications, Proposal or Cost Summary
EXHIBIT B.....Intentionally Omitted
EXHIBIT C..... Bonding instructions for Public Works Contract of $50,000 and more
EXHIBIT D..... Wage Scale

3. **City:** The words "City's Representative" or "representative" shall mean Jose Ortiz or the designee under whose supervision these contract documents, including the plans and specifications, were prepared, or who may inspect work performed under this Contract; or such other representative, supervisor, or inspector as may be authorized by City to act in any particular capacity under this Contract.

4. **City's Representative:** City's Representative may make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents. City's representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, nor will such representative be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions incident thereto. City's representative will not be responsible for Company's failure to perform the work in accordance with the contract.

5. **Company:** Unless otherwise stipulated, Company shall provide and pay for all materials,

supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of a good quality. Company shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

5.1. Company shall, at its expense, obtain all permits and licenses necessary for the performance of this contract and pay all fees and taxes required by law, and comply with all laws, ordinances, rules and regulations governing Company's performance of the contract, including all environmental laws and regulations, whether state or federal.

5.2. All work shall be done and all materials furnished in strict conformity with the contract and specifications.

6. **Minor Work Not Mentioned:** All minor detail of the work not specifically mentioned in the Specifications but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are named in the contract. Company will not be entitled to any additional compensation therefor unless specifically stated otherwise. Otherwise the term "extra work" as used in this contract shall mean and include all work that may be required by City to be done by Company to accomplish any alteration or addition to the work as shown on the Specifications.

6.1. Company shall perform all extra work under the direction of City's Representative when presented with a written work order signed by City's Representative, subject, however, to the right of the Company to require written confirmation of such extra work order by City. Payment for extra work shall be as agreed in the work order.

7. **Safety:** Company shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws. All machinery and equipment and other physical hazards shall be guarded in accordance with federal, state or municipal laws or regulations.

8. **INDEMNITY: COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES**

OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, THEIR AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

8.1. **COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSES OF ANY CHARACTER WHATSOEVER INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CITY, CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH COMPANY OR COMPANY'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.**

8.2. **COMPANY AGREES THAT IT WILL INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT. WHEN CITY SO DESIRES, COMPANY SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED. COMPANY, ITS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS CITY AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER WHATSOEVER, BROUGHT FOR OR ON ACCOUNT OF ANY**

INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING FROM ANY ACT OF COMPANY OR ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES, IN THE EXECUTION AND SUPERVISION OF THIS CONTRACT, AND WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES INCLUDING ATTORNEY'S FEES.

9. **Start of Work:** Company shall commence work no later than ten (10) days after receipt of the execution of this document or other written release to proceed and shall complete such work no later than calendar days after release to proceed.

10. **Clean Up:** Company shall promptly remove from City's premises all materials condemned by City's Representative on account of failure to conform to the contract, whether actually incorporated in the work or not, and Company shall at its own expense promptly replace such condemned materials with other materials conforming to the requirements of the contract. Company shall also bear the expense of restoring all work of other contractors damaged by any such removal or replacement. If Company does not remove and replace any such condemned materials within a reasonable time after a written notice by City, City may remove and replace such at Company's expense.

11. **Warranty:** Neither the final payment nor any provision in this contract shall relieve Company of responsibility for faulty materials or workmanship, and he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of substantial completion. City shall give notice of observed defects with reasonable promptness.

12. **Remedy:** City may, on account of subsequently discovered evidence, withhold whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:

12.1. Defective work not remedied; or

12.2. Claims filed or reasonable evidence indicating possible filing of claims; or

12.3. Failure of Company to make payments promptly to subcontractors or for material or labor which City may pay as an agent for the Company; or

12.4. Damages to another contractor or subcontractor.

When the above grounds to withhold payment are removed, or Company provides a surety bond satisfactory to City, which will protect City in the amount withheld, payment may be released.

13. **Funding Out:** In the event no funds or insufficient funds are appropriated and budgeted or are

otherwise unavailable in any fiscal period for contract payments due under the contract, then this contract shall terminate on the last day of the fiscal period for which full appropriations were made, without penalty or expense to City of any kind whatsoever.

14. **Wage Scale:** Company agrees to pay all workmen in his employ no less than the generally prevailing wage rate for employees of similar category in the Permian Basin Area, as is depicted in the wage rate scale attached hereto as EXHIBIT D, and incorporated herein by reference for all legal purposes.

14.1. If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Contract, and all terms and requirements under said laws, by such incorporation, are made terms and requirements of this Contract, to which the parties to this Contract have agreed to be bound.

15. **Prompt Pay Act:** City and Company agree that Texas Government Code, Chapter 2251, Payment for Goods and Services (the "Prompt Pay Act") does not waive governmental immunity.

16. **Payment; Retainage.** After all work is completed by Company, including all Change Orders altering the original scope and amount of the contract are completed, and the City has inspected and approved that the work is completed and in compliance with the contract and all subsequent Change Orders, the City may thereafter issue payment to Company in the amount of the contract and all Change Orders. The City shall be the final judge of when the work is completed by Company. The City, in its sole discretion, shall determine if the work under the contract and under any Change Orders has been done to the City's requirements.

16.1. The City may make periodic payments to Company; provided, however, such periodic payments may only be made pursuant to this section, and only after all work and all Change Orders are completed by Company and approved by the City. The approval shall be in the City's sole discretion. Requests for progress payments may be made to the extent of the materials and labor completed at the end of each month. Upon approval by the City or the City's representative, the request and invoice shall be forwarded for payment less 5% retainage. The total of these payments shall not exceed 95% of the total contract amount.

17. **Late Completion; Liquidated Damages.** It is hereby understood and mutually agreed, by and between Company and the City, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the "Notice to Proceed." Company agrees that said work shall be prosecuted

regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between Company and the City, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

17.1. In the event Company shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the City, then Company and Company's surety, if any, shall be liable for and does hereby agree, as a part consideration for the awarding of this contract, to pay to the City $500.00, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every day that Company shall be in default after the time stipulated in the contract for completing the work. Further, the City shall have the right to cancel this contract for such delay. In the event the City cancels this contract pursuant to the terms of this section, the City shall pay to Company only those monies deemed appropriate by the City, in its sole discretion, to compensate Company for any work actually performed, less any liquidated damages Company owes the City.

17.2. The said amount is fixed and agreed upon by and between Company and the City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain, and said amount is agreed to be the amount of damages which the City would sustain and said amount shall be retained from time to time by the City from current periodical estimates.

17.3. It is further agreed that time is of the essence of each and every portion of this contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that Company shall not be charged with liquidated damages or any excess cost when the City determines, in its sole discretion, that Company is without fault and Company's reasons for the time extension are acceptable to the City. Provided, further, that Company shall not be charged with liquidated damages of any excess cost when the delay in completion of the work is due:

a. To any preference, priority or allocation order duly issued by the Government;

b. To unforeseeable cause beyond the control and without the fault or negligence of Company, including, but not restricted to, acts of God, or of the public enemy, acts of the City, acts of another contractor in the performance of a contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and

c. To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

17.4. Provided, further, that Company shall, within ten (10) days from the beginning of such delay, unless the City shall, in its sole discretion grant a further period of time prior to the date of final settlement of the contract, notify the City, in writing, of the causes of the delay, who shall ascertain the facts and extent of the delay and notify Company within a reasonable time of its decision in the matter.

17.5. **COMPANY AGREES THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES MAY BE RECOVERED BY THE CITY FROM RETAINAGE HELD BY THE CITY. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER ARISING FROM THE CITY WITHHOLDING PAYMENT FROM COMPANY AS LIQUIDATED DAMAGES FOR COMPANY'S FAILURE TO COMPLETE THE WORK WITHIN THE TIME SPECIFIED HEREIN, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.**

17.6. **COMPANY SHALL RECEIVE NO FINANCIAL COMPENSATION FOR DELAY OR HINDRANCE TO THE WORK. IN NO EVENT SHALL THE CITY BE LIABLE TO COMPANY OR ANY SUBCONTRACTOR OR SUPPLIER, ANY OTHER PERSON OR ANY SURETY FOR OR ANY EMPLOYEE OR AGENT OF ANY OF THEM, FOR ANY DAMAGES ARISING OUT OF OR ASSOCIATED WITH ANY DELAY OR HINDRANCE TO THE WORK, REGARDLESS OF THE SOURCE OF THE DELAY OR HINDRANCE, INCLUDING EVENTS OF FORCE MAJEURE, AND EVEN IF SUCH DELAY OR HINDRANCE RESULTS FROM, ARISES OUT OF OR IS DUE, IN WHOLE OR IN PART, TO THE NEGLIGENCE OF THE CITY. COMPANY'S SOLE REMEDY IN ANY SUCH CASE SHALL BE AN EXTENSION OF TIME.**

18. **No Third Party Beneficiary:** City's approval of this contract does not create a third party beneficiary. There is no third party beneficiary to this contract. No person or entity who is not a party to this contract shall have any third party beneficiary or other rights hereunder.

19. **WAIVER OF ATTORNEY FEES: BY EXECUTING THIS CONTRACT, COMPANY AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST CITY REGARDING THE AWARD OR ATTORNEY'S FEES, WHICH**

ARE IN ANY WAY RELATED TO THIS CONTRACT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS CONTRACT. COMPANY SPECIFICALLY AGREES THAT IF COMPANY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS CONTRACT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS CONTRACT, INCLUDING, BUT NOT LIMITED TO, ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, COMPANY AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH COMPANY MIGHT OTHERWISE BE ENTITLED.

COMPANY AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY-EXISTING KNOWN RIGHT. COMPANY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS CONTRACT. COMPANY FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND COMPANY. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OR GOVERNMENTAL IMMUNITY AND SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

COMPANY IS RELYING ON ITS OWN JUDGMENT. COMPANY HAD THE OPPORTUNITY TO DISCUSS THIS CONTRACT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION.

20. **Governmental Immunity:** By executing this contract City is not waiving its right of governmental immunity. City is retaining its immunity from suit. City is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.

21. **Insurance:**

Company shall at all times during the term of this Contract maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):

-Personal Injury: $1,000,000.00 per person

	$1,000,000.00 per occurrence
-Property Damage:	$500,000.00 per occurrence
Business Automobile Liability:	$250,000.00 combined single limit - Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$500,000.00 per accident or occurrence

The Commercial General Liability shall be on a per project aggregate, including completed operations, and shall be on a claims-occurred basis. This insurance shall name City as an additional insured and waive subrogation in favor of City.

The Business Automobile Liability insurance provided by Company shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $250,000.00 covering any vehicle used for the execution of the work that is the subject of this Contract. This insurance shall name City as an additional insured and waive subrogation in favor of City.

The Workers' Compensation coverage provided by Company shall inure to the benefit of employees injured during the course and scope of their employment by Company pursuant to this Contract. The Workers' Compensation shall waive all rights of subrogation in favor of City.

All insurance required pursuant to this Contract shall provide for a waiver of subrogation in favor of City. All insurance required pursuant to this Contract, except for Workers' Compensation Insurance, shall name City as an additional insured on a claims occurred basis. City shall be provided the notice by Company's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

Company shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Contract to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of the City of Midland and policies that name the City of Midland as an additional insured on a claims occurred basis (except workers' compensation).

The parties agree that, prior to the execution of the Contract, Company shall provide one or more certificates of insurance specifically stating that these requirements have been met and subject to the approval of City. City shall not be required to provide any insurance whatsoever pursuant to this Contract.

Company certifies that the certificate of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Company shall not use an unapproved

certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Company.

22. **Assignment**: Company shall not, either directly or indirectly, assign all or any part of this Contract or any interest, right or privilege herein, without the prior written consent of City. The issue on whether or not to grant consent to an assignment is in the sole discretion of City.

23. **RELEASE: NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY AND CITY'S COUNCIL MEMBERS, EMPLOYEES, AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER THAT COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE. THE OBLIGATIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.**

24. **Governing Law and Venue:** This Contract shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Contract shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Contract or the performance of this Contract shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Contract shall be deemed to have occurred in Midland County, Texas. This Contract shall be governed by, interpreted, enforced and construed under the law of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Contract, without regard to conflict on laws and rules that would direct application of the laws of another jurisdiction.

25. **Independent Contractor:** COMPANY shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of CITY. COMPANY shall have exclusive control of, and the exclusive right to control the details of the services and work to be performed hereunder, and all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors and the doctrine of respondeat superior shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Contract shall be construed as creating a partnership or

joint enterprise between CITY and COMPANY. No person performing any of the work and services described hereunder by COMPANY shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this contract is intended or construed as creating a "Community of Pecuniary Interest" or an "Equal Right of Control" which would give rise to vicarious liability.

26.COMPANY shall be an independent contractor under this Contract and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. CITY does not have the power to direct the order in which the work is done. CITY shall not have the right to control the means, methods or details of COMPANY's work. COMPANY shall assume exclusive responsibility for the work. COMPANY is entirely free to do the work in its own way.

27. **Notice of Alleged Breach; Statutory Prerequisites:** As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Contract, COMPANY or its legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this Contract) of such damages, duly verified, within one hundred twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY shall settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented and the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim; and a failure to provide such written notification within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY's notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

28.The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision to the contrary, COMPANY's failure to comply with the requirements of this Section shall perpetually bar COMPANY's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Contract are reasonable. The provisions and obligations of this Section

shall survive the termination of this Contract.

29. **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.

30. **Termination At Will:** City may terminate this Contract at will for no or any reason upon giving at least one hundred eighty (180) days written notice to Company. The parties to this Contract understand and agree that it is in City's sole discretion to cancel the Contract during the term of the Contract without penalty to City. Company has no expectation and has received no guarantees that this Contract will not be terminated before the end of the Contract term. The parties have bargained for the flexibility of terminating this Contract upon tender of the requisite notice at any time during the term of the Contract. All work and services under the Contract shall be suspended upon termination of the Contract becoming effective.

31. **Compliance:** Company agrees that it shall comply with Texas Government Code Section 2252.908, *et seq.*, as amended. Company agrees that it shall comply with Texas Local Government Code Section 176.006, *et seq.*, as amended.

32. To the extent that Section 2271.002 of the Texas Government Code 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 Section 2271.002 of the Texas Government Code does not apply to this Contract, such verification is not required, and COMPANY shall be deemed to have not made such verification.

33. **Records Retention and Production of Information.** To the extent that this Contract constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Contract as provided by the records retention requirements applicable to CITY for the duration of this Contract; (ii) promptly provide to CITY any contracting information related to the Contract that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Contract, either: (a) provide at no cost to CITY all contracting information related to the Contract that is in the custody or possession of COMPANY; or (b) preserve the contracting information related to the Contract as provided by the records retention requirements applicable to CITY.

34. **Public Information.** To the extent that this Contract is a contract described by Section 552.371 of the Texas Government Code, COMPANY agrees as follows in accordance with Section 552.372(b) of the Texas Government Code: The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract, and COMPANY agrees that the contract can be terminated if COMPANY knowingly or intentionally fails to comply with a requirement of that subchapter.

35. **Conflict of Terms.** If a conflict of terms or language exists between: (i) any of the provisions of this Contract and (ii) any of the provisions contained in any exhibit(s) attached to this Contract, precedence shall be given to the provisions of this Contract. For the avoidance of any doubt, the provisions contained in this Contract shall supersede any and all conflicting provisions contained in any exhibit(s) attached hereto. Furthermore, the parties acknowledge and agree that any provision contained in an exhibit(s) attached to this Contract that imposes an additional express or implied obligation on CITY is hereby made void and of no force or effect. CITY's sole and exclusive obligations under this Contract are contained in the provisions of this Professional Services Contract that precede the signature page(s), which evidences the parties' execution.

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, Interim City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLYAS TO FORM

_____
John Ohnemiller, City Attorney

COMPANY:

By: _____

Name:_____

Title: _____

STATE OF _____ §

§

COUNTY OF_____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 20____ personally appeared, , an officer of _____, known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____day of _____, 20____.

_____
Notary Public, State of Texas

EXHIBIT C

Bonding Requirements

The successful bidder shall be required to furnish a Performance & Payment Bond* for bids in excess of $50,000.00, in an amount equal to one hundred percent (100%) of the total contract price, such bond to be executed in five (5) original counterparts by a Corporate Surety authorized to do business in the State of Texas and acceptable to the City of Midland. All bonds must be executed on forms contained in these contract documents. The form of agreement which the successful bidder, as contractor, will be required to execute is also included herewith. The form of agreement and the form of the bonds should be carefully examined by the bidder.

A certified check, cashier's check, bank money order, or irrevocable letter of credit issued by a bank satisfactory to the City, or a bidder's bond on the form provided, in the amount of five percent (5%) of the largest possible lump sum bid submitted, payable without recourse to the City, must accompany the bidder's proposal, as a guaranty that the bidder will enter a contract and execute the required payment bond and guaranty in the forms provided within fifteen (15) days after notice of award of contract to him. Bids or proposals without the required bid guaranty will not be considered. All bid sureties and payment bonds shall name the City of Midland as Obligee.

*A cash security such as a cashier's check or irrevocable letter of credit issued by a bank satisfactory to the City for 100 % of the contract amount may be supplied in lieu of the Performance and Payment Bonds. The check will be returned un-cashed upon satisfactory completion of the work and evidence of payment of all obligations due for the contract.

BID BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO. _____

KNOW ALL MEN BY THESE PRESENTS, THAT Jones Bros. Dirt & Paving Contractors, Inc.

(hereinafter called the Principal), as Principal, and National Fire Insurance Company of Hartford

(hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Midland, Texas a home rule municipal corporation of Midland County, Texas, (hereinafter called the Obligee), in the amount of

Five Percent Greatest Amount Bid DOLLARS

($ 5%GAB), for the payment whereof the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid or Proposal to enter into a certain written Contract with the obligee to Sinclair Mill/Inlay Paving Project FY2021.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully enter into such written Contract, then this obligation shall be void; otherwise to remain in full force and effect.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that if said Principal should withdraw its Bid anytime after such Bid is opened and before official rejection to such Bid or, if successful in securing the award thereof, said Principal should fail to enter into the Contract and furnish satisfactory Performance Bond and Payment Bond, the Obligee, in either such events, shall be entitled and is hereby given the right to collect the full amount of this Bid Bond as liquidated damages.

PROVIDED, further that if any legal action be filed upon this Bond venue shall lie in Midland County, Texas

IN WITNESS THEREOF, THE SAID PRINCIPAL AND SURETY do sign and seal this instrument, this 8th day of April, 2021.

Jones Bros. Dirt & Paving Contractors, Inc.
Principal

By _____

Address 1401 S. Grandview Ave.
Odessa, TX 79761

National Fire Insurance Company of Hartford
Surety

By Debra Wortham
Debra Wortham Attorney-in-Fact

Address 151 North Franklin, 17th Floor
Chicago, IL 60606

APPROVED AS TO FORM:

_____
City Attorney

NOTE: ATTACH POWER OF ATTORNEY

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Kathy J Churchill, Rebecca Dickerson, Debra Wortham, Barbara Harrison Giddens, Individually

of Midland, TX, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 10th day of December, 2020.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 10th day of December, 2020, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

J. MOHR NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires June 23, 2021

J. Mohr — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 8th day of April, 2021.

Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson — Assistant Secretary

Form F6853-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Lorrie Scott
Frank Siddons Insurance Agency Fort Worth Inc. Member: K & S Group 2900 Marquita Drive Fort Worth TX 76116-4016	PHONE (A/C, No, Ext): (817) 737-4943 FAX (A/C, No): (817) 737-4947 E-MAIL ADDRESS: lscott@fsifw.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Starr Indemnity & Liability Co.	38318
INSURER B: Great American Ins. Companies	16691
INSURER C: Texas Mutual Insurance Company	22945
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Jones Bros. Dirt & Paving Contractors, Inc.
1401 South Grandview Ave
Odessa TX 79761-7144

COVERAGES **CERTIFICATE NUMBER:** ALOB 20-21 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC			10000025606201	5/1/2020	5/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS [X] MCS 90			10000198569201	5/1/2020	5/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $ 2,500
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			Follow Form TUU033270311	5/1/2020	5/1/2021	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF-0001185649	5/1/2020	5/1/2021	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The general liability and auto policies include blanket automatic additional insured endorsements that provide additional insured status to the certificate holder on a primary and non-contributory basis only when there is a written contract between the named insured and the certificate holder that requires such status. The general liability, auto & workers compensation policies include blanket automatic waiver of subrogation endorsements that provide this feature only when there is a written contract between the named insured and the certificate holder that requires it.

CERTIFICATE HOLDER

Sample

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Steven Siddons/TPAYNE

ACORD 25 (2010/05) INS025 (201005).01
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EXHIBIT C

Bonding Requirements

The successful bidder shall be required to furnish a Performance & Payment Bond* for bids in excess of $50,000.00, in an amount equal to one hundred percent (100%) of the total contract price, such bond to be executed in five (5) original counterparts by a Corporate Surety authorized to do business in the State of Texas and acceptable to the City of Midland. All bonds must be executed on forms contained in these contract documents. The form of agreement which the successful bidder, as contractor, will be required to execute is also included herewith. The form of agreement and the form of the bonds should be carefully examined by the bidder.

A certified check, cashier's check, bank money order, or irrevocable letter of credit issued by a bank satisfactory to the City, or a bidder's bond on the form provided, in the amount of five percent (5%) of the largest possible lump sum bid submitted, payable without recourse to the City, must accompany the bidder's proposal, as a guaranty that the bidder will enter a contract and execute the required payment bond and guaranty in the forms provided within fifteen (15) days after notice of award of contract to him. Bids or proposals without the required bid guaranty will not be considered. All bid sureties and payment bonds shall name the City of Midland as Obligee.

*A cash security such as a cashier's check or irrevocable letter of credit issued by a bank satisfactory to the City for 100 % of the contract amount may be supplied in lieu of the Performance and Payment Bonds. The check will be returned un-cashed upon satisfactory completion of the work and evidence of payment of all obligations due for the contract.

BID BOND

THE STATE OF TEXAS §

SURETY NO. _____

COUNTY OF MIDLAND §

KNOW ALL MEN BY THESE PRESENTS, THAT _____

_____

_____

(hereinafter called the Principal), as Principal, and _____

_____

_____

(hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Midland, Texas a home rule municipal corporation of Midland County, Texas, (hereinafter called the Obligee), in the amount of _____

_____ DOLLARS

($_____), for the payment whereof the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid or Proposal to enter into a certain written Contract with the obligee to_____

_____.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully enter into such written Contract, then this obligation shall be void; otherwise to remain in full force and effect.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that if said Principal should withdraw its Bid anytime after such Bid is opened and before official rejection to such Bid or, if successful in securing the award thereof, said Principal should fail to enter into the Contract and furnish satisfactory Performance Bond and Payment Bond, the Obligee, in either such events, shall be entitled and is hereby given the right to collect the full amount of this Bid Bond as liquidated damages.

PROVIDED, further that if any legal action be filed upon this Bond venue shall lie in Midland County, Texas

IN WITNESS THEREOF, THE SAID PRINCIPAL AND SURETY do sign and seal this instrument, this _____ day of _____, 20____.

_____	_____
Principal	Surety
By _____	By _____
Address _____	Address _____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: ATTACH POWER OF ATTORNEY

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____ of the City of _____ of the County of _____ and State of Texas as Principal, and _____, as Surety, are held and firmly bound unto the City of Midland, Texas, as Obligee, in the amount of _____ DOLLARS ($ _____) for the payment whereof the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of _____, 20__, for the furnishing of materials, equipment to perform all labor and work necessary for _____, hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of the obligation is that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then this obligation shall be null and void; otherwise, it is to remain in full force and effect.

Surety, for value received, stipulates and agrees that no change, extension of time alteration or addition to the terms of the contract, or to the work performed there under, or the plans, specifications of drawings accompanying the same, or any assignment of the contract as may be provided for in the instructions to bidders, shall in anywise affect its obligation on this Bond, and it does waive notice of any such change, extension of

time, alteration or addition to the terms of the contract, assignment thereof, or to the work to be performed there under.

IN WITNESS WHEREOF the said Principal and Surety have signed and sealed this instrument, this _____ day of _____ , 20__ .

_____	_____
Principal	Surety
By _____	By _____
Address _____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

PERFORMANCE BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND § SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT _____ (Hereinafter called the Principal[s]), as Principal(s), and _____ (Hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Midland, Texas a home rule municipal corporation of Midland County, Texas, (hereinafter called the Obligee), in the amount of _____ DOLLARS ($ _____) for the payment whereof the said Principal and surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____day of _____ , 20___ , for the furnishing of materials and equipment to perform all labor and work necessary for the construction of _____ , specifically including in the scope of this work and bond, the additional maintenance guaranty provisions set forth in the contract conditions, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein, as well as the Principal's primary obligation to perform according to plans and specifications.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications, instructions to bidder, general and special conditions and other contract documents, including any addendum thereto, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED further that if any legal action be filed upon this Bond venue shall lie in Midland County, State of Texas.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, or any assignment of the contract as may be provided for in the instructions to bidders, shall in anywise affect its obligation on this Bond, and it does waive notice of any such change, extension of time, alteration or addition to the terms of the contract, assignment thereof, or the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and surety do sign and seal this instrument, this _____ day of _____ , 20___.

_____	_____
Principal	Surety
By _____	By _____
Address _____	Address _____
_____	_____
_____	_____

APPROVED AS TO FORM:

_____

City Attorney

NOTE: Attach Power of Attorney

Form Revised August 2012

EXHIBIT D – Heavy and Highway Wage Rates rev 01-01-21

"General Decision Number: TX20210002 01/01/2021

Superseded General Decision Number: TX20200002

State: Texas

Construction Types: Heavy and Highway

Counties: Armstrong, Carson, Crosby, Ector, Irion, Lubbock, Midland, Potter, Randall, Taylor and Tom Green Counties in Texas.

HEAVY & HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/gov contracts.

Modification Number	Publication Date
0	01/01/2021

* SUTX2011-002 08/02/2011

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (Paving & Structures)……..	$ 13.55	
ELECTRICIAN.....	$ 20.96	
FORM BUILDER/FORM SETTER		
Paving & Curb.....	$ 12.36	

Structures.....$ 13.52

LABORER
- Asphalt Raker.....$ 12.28
- Flagger.....$ 9.30
- Laborer, Common.....$ 10.30
- Laborer, Utility.....$ 11.80
- Work Zone Barricade Servicer.....$ 10.30

POWER EQUIPMENT OPERATOR:
- Asphalt Distributer.....$ 14.87
- Asphalt Paving Machine.....$ 13.40
- Broom and Sweeper.....$ 11.21
- Crane, Lattice Boom 80 Tons or Less.....$ 16.82
- Crawler Tractor Operator……...$ 13.96
- Excavator, 50,000 lbs or less.....$ 13.46
- Front End Loader Operator, Over 3 CY.....$ 12.77
- Front End Loader, 3CY or less.....$ 12.28
- Loader/Backhoe.....$ 14.18
- Mechanic.....$ 20.14
- Milling Machine.....$ 15.54
- Motor Grader, Rough.....$ 16.15
- Motor Grader, Fine.....$ 17.49
- Pavement Marking Machine…….....$ 16.42
- Reclaimer/Pulverizer…….....$ 12.85
- Roller, Asphalt.....$ 10.95
- Roller, Other.....$ 10.36
- Scraper.....$ 10.61
- Spreader Box.....$ 12.60

Servicer.....$ 13.98

Steel Worker (Reinforcing).....$ 13.50

TRUCK DRIVER
- Lowboy-Float.....$ 14.46
- Single Axle.....$ 12.74
- Single or Tandem Axle Dump……$ 11.33
- Tandem Axle Tractor with Semi.....$ 12.49

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts. Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses

(29CFR 5.5 (a) (1) (ii)).

The 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 Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

City of Midland

Office Memorandum

DATE: April 14, 2021

TO: The Honorable Mayor and City Council Members

FROM: John Ohnemiller, City Attorney

SUBJECT: Motion appointing Robert Patrick as City Manager of the City of Midland; and authorizing the Mayor to execute an Employment Agreement

---

The proposed motion appoints Robert Patrick as City Manager of the City of Midland and authorizes the Mayor to execute an Employment Agreement between the City and Mr. Patrick stating the terms and conditions of his employment as City Manager.

Please do not hesitate to contact me should you have any questions regarding this matter.

City Council Meeting

Item Number: 10

Meeting Date: April 27, 2021

To: City Council / City Manager

From: Morris Williams, Assistant City Manager

Subject: **RESOLUTION OF THE CITY OF MIDLAND, TEXAS, FINDING THAT THE APPLICATION OF ONCOR ELECTRIC DELIVERY COMPANY, LLC ("ONCOR") FOR APPROVAL TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; AUTHORIZING PARTICIPATION WITH STEERING COMMITTEE OF CITIES SERVED BY ONCOR; AUTHORIZING THE HIRING OF LEGAL COUNSEL AND CONSULTING SERVICES; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY ONCOR; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND AUTHORIZING AND DIRECTING THE CITY SECRETARY TO SEND COPIES OF THIS RESOLUTION TO ONCOR AND LEGAL COUNSEL (CITY MANAGER)**

Purpose:

To deny the Distribution Cost Recover Factor (DCRF) application proposed by Oncor.

Recommended City Council Action:

Approve

Fiscal Impact:

No fiscal impact to the City of Midland at this time.

Discussion:

On April 8, 2021, Oncor Electric Delivery Company LLC ("Oncor" or "Company") filed an Application for Approval to Amend its Distribution Cost Recovery Factor ("DCRF") to Increase Distribution Rates with each of the cities in their service area. In the filing, the Company

asserts that it is seeking an increase in total distribution revenue requirement by approximately $97,826,277.
The resolution authorizes the City to join with the Steering Committee of Cities Served by Oncor ("OCSC") to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

Purpose of the Resolution:
The purpose of the Resolution is to deny the DCRF application proposed by Oncor.

Explanation of "Be It Resolved" Paragraphs:

1. This section authorizes the City to participate with OCSC as a party in the Company's DCRF filing, PUC Docket No. 51996.

2. This section authorizes the hiring of Lloyd Gosselink and consultants to review the filing, negotiate with the Company, and make recommendations to the City regarding reasonable rates. Additionally, it authorizes OCSC to direct any necessary administrative proceedings or court litigation associated with an appeal of this application filed with the PUC.

3. This paragraph finds that the Company's application is unreasonable and should be denied.

4. This section states that the Company's current rates shall not be changed.

5. The Company will reimburse Cities for their reasonable rate case expenses. Legal counsel and consultants approved by OCSC will submit monthly invoices that will be forwarded to Oncor for reimbursement.

6. This section recites that the Resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.

7. This section provides that Oncor and counsel for OCSC will be notified of the City's action by sending a copy of the approved and signed Resolution to counsel.

Robert Patrick

City Manager's Office

RESOLUTION NO. _____

RESOLUTION OF THE CITY OF MIDLAND, TEXAS, FINDING THAT THE APPLICATION OF ONCOR ELECTRIC DELIVERY COMPANY, LLC ("ONCOR") FOR APPROVAL TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; AUTHORIZING PARTICIPATION WITH STEERING COMMITTEE OF CITIES SERVED BY ONCOR; AUTHORIZING THE HIRING OF LEGAL COUNSEL AND CONSULTING SERVICES; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY ONCOR; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND AUTHORIZING AND DIRECTING THE CITY SECRETARY TO SEND COPIES OF THIS RESOLUTION TO ONCOR AND LEGAL COUNSEL

WHEREAS, the City of Midland, Texas (the "City") is an electric utility customer of Oncor Electric Delivery Company LLC ("Oncor") and a regulatory authority with an interest in the rates and charges of Oncor; and

WHEREAS, the Steering Committee of Cities Served by Oncor ("OCSC") is a coalition of similarly situated cities served by Oncor that have joined together to efficiently and cost-effectively review and respond to electric issues affecting rates charged in Oncor's service area in matters before the Public Utility Commission (the "Commission") and the courts; and

WHEREAS, on or about April 8, 2021, Oncor filed with the Commission an Application for Approval to Amend its Distribution Cost Recovery Factor ("DCRF"), Commission Docket No. 51996, seeking to increase its total distribution revenue requirement by approximately $97,826,277; and

WHEREAS, the City will cooperate with OCSC in coordinating their review of Oncor's DCRF filing with designated attorneys and consultants, prepare a common response, negotiate with Oncor, and direct any necessary litigation, to resolve issues in Oncor's filing; and

WHEREAS, all electric utility customers residing in the City will be impacted by this

ratemaking proceeding if Oncor's application is granted; and

WHEREAS, working with the OCSC to review the rates charged by Oncor allows members to accomplish more collectively than each city could do acting alone; and

WHEREAS, OCSC's members and attorneys recommend that members who have retained original jurisdiction over electric utility rates deny Oncor's DCRF;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the City is authorized to participate with OCSC in Commission Docket No. 51996.

SECTION TWO. That, subject to the right to terminate employment at any time, the City hereby authorizes the hiring of the law firm of Lloyd Gosselink Rochelle & Townsend, P.C. and consultants to negotiate with Oncor, make recommendations to the City regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal of Oncor's DCRF application.

SECTION THREE. That the rates proposed by Oncor to be recovered through its DCRF charged to customers located within the City limits should be denied.

SECTION FOUR. That Oncor shall continue to charge its existing rates to customers within the City.

SECTION FIVE. That the City's reasonable rate case expenses shall be reimbursed in full by Oncor within 30 days of the adoption of this Resolution, and within 30 days of presenting monthly bills to Oncor thereafter.

SECTION SIX. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION SEVEN. That the City Secretary is hereby authorized and directed to send copies of this Resolution to J. Michael Sherburne, Vice President - Regulatory, Oncor

Electric Delivery Company LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202; to Tab R. Urbantke, Hunton Andrews Kurth LLP, 1445 Ross Avenue, Suite 3700, Dallas, Texas 7520; and to Thomas Brocato, General Counsel to OCSC, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, TX 78767-1725, or tbrocato@lglawfirm.com.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2021, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, Interim City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Morris Williams, Assistant City Manager

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

S:\Resolutions\Administration\2021\Oncor\Deny Rate Change.wpd

City Council Meeting

Item Number: 11

Meeting Date: April 27, 2021

To: City Council / City Manager

From: Ron Jenkins, Oil and Gas Coordinator

Subject: RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO DIAMONDBACK E&P LLC ("OPERATOR") TO DRILL FOUR OIL AND GAS WELLS LOCATED IN SECTION 24, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED 1,345 FEET NORTH OF BRIARWOOD AVENUE AND BETWEEN 1,684 FEET AND 1,775 FEET EAST OF AVALON DRIVE); AND PROVIDING THAT SAID PERMITS DO NOT REQUIRE A NEW ROAD REPAIR AGREEMENT BUT SHALL BE CONSOLIDATED UNDER AN EXISTING ROAD REPAIR AGREEMENT (DEVELOPMENT SERVICES)

Purpose:

The proposed granting of oil and gas well permits to Diamondback E&P LLC for the drilling of the following oil and gas wells: GRIDIRON N004WA; GRIDIRON NOO4WB; GRIDIRON N005JM; and GRIDIRON N005LS; said wells being generally located 1,345 feet north of Briarwood Avenue and between 1,684 feet and 1,775 feet east of Avalon Drive. The required 30-day public comment has passed, and the Council may consider this request. Currently no notices of objection received.

Recommended City Council Action:

Approve

Fiscal Impact:

There is no cost to the City to process this application

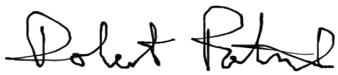
Discussion:

The Oil and Gas Advisory Committee has reviewed the well sites in detail and recommends approval. Diamondback E&P will be using at a minimum 24 ft. tall sound walls on the westerly

and southerly side of the well pad during drilling and completion operations (frac and drillout). Sound walls may be used on portions of the northerly side of the pad. Diamondback E&P does have a surface agreement with the surface owner. Receiving support of the Oil & Gas Advisory Committee, Diamondback E&P is requesting the following variances:

1. Requesting a variance for trees of 2”-3” in diameter due to having a greater survival rate over a five-year period and have a growth rate greater than the 4” diameter requirements.
2. Requesting a variance to have perimeter fence around the four well pad site instead of the individual pumping units.
3. Requesting a variance to a larger reserve pit being 440 ft. X 250 ft. for the drilling of four separate wells on drilling pad which will result in a smaller footprint to the surface versus four separate reserve pits.
4. Requesting a variance to the pit closure requirement with the option to use a green bio technology treatment which will result in a low percentage of hydrocarbons in soil in an environmentally friendly state.
5. Requesting a variance to the hours of operation for fracture stimulations and to allow for frac operations to occur during a 24-hour period which will include the use of lights during such operations.

Attachments: Applications, Location maps, Exhibit - Drill site maps, Exhibit – Flow Line Location.



City Manager’s Office

RESOLUTION NO. _____

RESOLUTION APPROVING THE ISSUANCE OF PERMITS TO DIAMONDBACK E&P LLC ("OPERATOR") TO DRILL FOUR OIL AND GAS WELLS LOCATED IN SECTION 24, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED 1,345 FEET NORTH OF BRIARWOOD AVENUE AND BETWEEN 1,684 FEET AND 1,775 FEET EAST OF AVALON DRIVE); AND PROVIDING THAT SAID PERMITS DO NOT REQUIRE A NEW ROAD REPAIR AGREEMENT BUT SHALL BE CONSOLIDATED UNDER AN EXISTING ROAD REPAIR AGREEMENT

WHEREAS, on December 8, 2009, the City Council of the City of Midland duly approved Ordinance No. 8769 which amended Title VI, "Police Regulations," Chapter 1, "General Offenses," of the City Code of Midland, Texas, so as to establish Section 23, "Oil and Gas Well Permits issued on or after January 1, 2010," which governs the granting or rejecting of Oil and Gas Well Permits; and

WHEREAS, the purpose of said section is to establish reasonable and uniform limitations, safeguards, and regulations for present and future operations related to the exploring, drilling, developing, producing, transporting and storing of oil or gas or other substances produced in association with oil and gas within the City of Midland to protect the health, safety, and general welfare of the public and the orderly development of the City of Midland; abate or prevent potential public nuisances; minimize the potential adverse impact to surface and mineral owners, protect the quality of the environment and encourage the orderly production of available mineral resources; and

WHEREAS, Section 6-1-23(C) of the City Code of Midland, Texas, makes it an offense to knowingly drill or participate in the drilling of any well or to re-enter any well within the corporate limits of the City of Midland without a permit having first been issued by the authority of the City Council; and

WHEREAS, Operator has submitted applications to the City of Midland to drill oil and gas wells on the property described in Section Two hereof; and

WHEREAS, notice of the public hearing on this matter was provided in accordance

with Section 6-1-23(H)(1) and a public hearing was held on March 23, 2021; and

WHEREAS, subsequent to said public hearing, and in accordance with Section 6-1-23(H)(1), the City Council allowed the public and Operator thirty (30) days to submit written input to the City Manager regarding Operator's applications to drill oil and gas wells on the property described in Section Two hereof; and

WHEREAS, the City Council has considered those issues set forth in Section 6-1-23(I) in determining whether to grant or deny permits to Operator to drill oil and gas wells on the property described in Section Two hereof; and

WHEREAS, the City Council finds it to be in the public interest to approve the issuance of permits to Operator to drill oil and gas wells on the property described in Section Two hereof;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the above recitals are hereby adopted and approved by the City Council of the City of Midland.

SECTION TWO. That the Mayor is hereby authorized and directed to execute permits, on behalf of the City of Midland, that will allow Operator to drill the following oil and gas wells:

GRIDIRON N004WA; GRIDIRON N004WB; GRIDIRON N005JM; and GRIDIRON N005LS;

located in Section 24, Block 40, T-1-S, T&P RR Co. Survey, City of Midland, Midland County, Texas. Said permits shall be in forms substantially similar to those attached hereto as Exhibits "A" through "D" and incorporated herein for all legal purposes.

SECTION THREE. That said permits do not require a new road repair agreement but shall be consolidated under the existing road repair agreement between Operator and the City of Midland for Operator's wells located on the property described in Section Two hereof.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2021, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, Interim City Manager

APPROVED AS TO CONTENT

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on April 27, 2021, considered the application of Diamondback E&P LLC ("Operator") dated December 1, 2020, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's GRIDIRON N004WA oil and gas well shall be 1,345 feet from the south line and 1,775 feet from the west line, Section 24, Block 40, T-1-S, T&P RR. Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from April 27, 2021 through April 27, 2022, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided

that this permit does not authorize a trespass by the permittee as to any third party. This permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND'S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. For trees of 2"-3" diameter due to having a better survival rate over a five-year period and have greater growth rate than the 4" diameter requirements.

2. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site meeting the requirement of the City of Midland to, at a minimum, meet the requirements of the Ordinance No. 8769.

3. Use of lined and bermed reserve pit that is 440 feet x 250 feet for the drilling operations.

4. Pit closure will use a green bio technology treatment which will result in a low percentage of hydrocarbons in the soil and will leave the soil in an environmentally friendly state

5. Twenty-four hour hydraulic fracturing operations allowed including the use of necessary lighting.

Sound walls shall be used during drilling, after the surface casing is set with a spudder rig, and during completion operations (frac & drillout). The height of the walls will be a minimum of 24 feet tall, and will be erected on the westerly and southerly sides of the well pad.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of April 2021.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of April 2021.

Diamondback E&P LLC

By: _____

Joel Martin

Production Manager

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on April 27, 2021, considered the application of Diamondback E&P LLC ("Operator") dated December 1, 2020, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's GRIDIRON N004WB oil and gas well shall be 1,345 feet from the south line and 1,715 feet from the west line, Section 24, Block 40, T-1-S, T&P RR. Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from April 27, 2021 through April 27, 2022, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided

that this permit does not authorize a trespass by the permittee as to any third party. This permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND'S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. For trees of 2"-3" diameter due to having a better survival rate over a five-year period and have greater growth rate than the 4" diameter requirements.

2. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site meeting the requirement of the City of Midland to, at a minimum, meet the requirements of the Ordinance No. 8769.

3. Use of lined and bermed reserve pit that is 440 feet x 250 feet for the drilling operations.

4. Pit closure will use a green bio technology treatment which will result in a low percentage of hydrocarbons in the soil and will leave the soil in an environmentally friendly state

5. Twenty-four hour hydraulic fracturing operations allowed including the use of necessary lighting.

Sound walls shall be used during drilling, after the surface casing is set with a spudder rig, and during completion operations (frac & drillout). The height of the walls will be a minimum of 24 feet tall, and will be erected on the westerly and southerly sides of the well pad.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of April 2021.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of April 2021.

Diamondback E&P LLC

By: _____

Joel Martin

Production Manager

OIL AND GAS WELL PERMIT

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This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's GRIDIRON N005JM oil and gas well shall be 1,345 feet from the south line and 1,745 feet from the west line, Section 24, Block 40, T-1-S, T&P RR. Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from April 27, 2021 through April 27, 2022, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided

that this permit does not authorize a trespass by the permittee as to any third party. This permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND'S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. For trees of 2"-3" diameter due to having a better survival rate over a five-year period and have greater growth rate than the 4" diameter requirements.

2. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site meeting the requirement of the City of Midland to, at a minimum, meet the requirements of the Ordinance No. 8769.

3. Use of lined and bermed reserve pit that is 440 feet x 250 feet for the drilling operations.

4. Pit closure will use a green bio technology treatment which will result in a low percentage of hydrocarbons in the soil and will leave the soil in an environmentally friendly state

5. Twenty-four hour hydraulic fracturing operations allowed including the use of necessary lighting.

Sound walls shall be used during drilling, after the surface casing is set with a spudder rig, and during completion operations (frac & drillout). The height of the walls will be a minimum of 24 feet tall, and will be erected on the westerly and southerly sides of the well pad.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of April 2021.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of April 2021.

Diamondback E&P LLC

By: _____

Joel Martin

Production Manager

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on April 27, 2021, considered the application of Diamondback E&P LLC ("Operator") dated December 1, 2020, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's GRIDIRON N005LS oil and gas well shall be 1,345 feet from the south line and 1,684 feet from the west line, Section 24, Block 40, T-1-S, T&P RR. Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

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The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided

that this permit does not authorize a trespass by the permittee as to any third party. This permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND'S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. For trees of 2"-3" diameter due to having a better survival rate over a five-year period and have greater growth rate than the 4" diameter requirements.

2. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site meeting the requirement of the City of Midland to, at a minimum, meet the requirements of the Ordinance No. 8769.

3. Use of lined and bermed reserve pit that is 440 feet x 250 feet for the drilling operations.

4. Pit closure will use a green bio technology treatment which will result in a low percentage of hydrocarbons in the soil and will leave the soil in an environmentally friendly state

5. Twenty-four hour hydraulic fracturing operations allowed including the use of necessary lighting.

Sound walls shall be used during drilling, after the surface casing is set with a spudder rig, and during completion operations (frac & drillout). The height of the walls will be a minimum of 24 feet tall, and will be erected on the westerly and southerly sides of the well pad.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of April 2021.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of April 2021.

Diamondback E&P LLC

By: _____

Joel Martin

Production Manager

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on April 27, 2021, considered the application of Diamondback E&P LLC ("Operator") dated December 1, 2020, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's GRIDIRON N004WA oil and gas well shall be 1,345 feet from the south line and 1,775 feet from the west line, Section 24, Block 40, T-1-S, T&P RR. Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from April 27, 2021 through April 27, 2022, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided

that this permit does not authorize a trespass by the permittee as to any third party. This permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND'S NEGLIGENCE.

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A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. For trees of 2"-3" diameter due to having a better survival rate over a five-year period and have greater growth rate than the 4" diameter requirements.

2. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site meeting the requirement of the City of Midland to, at a minimum, meet the requirements of the Ordinance No. 8769.

3. Use of lined and bermed reserve pit that is 440 feet x 250 feet for the drilling operations.

4. Pit closure will use a green bio technology treatment which will result in a low percentage of hydrocarbons in the soil and will leave the soil in an environmentally friendly state

5. Twenty-four hour hydraulic fracturing operations allowed including the use of necessary lighting.

Sound walls shall be used during drilling, after the surface casing is set with a spudder rig, and during completion operations (frac & drillout). The height of the walls will be a minimum of 24 feet tall, and will be erected on the westerly and southerly sides of the well pad.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of April 2021.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of April 2021.

Diamondback E&P LLC

By: _____

Joel Martin

Production Manager

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on April 27, 2021, considered the application of Diamondback E&P LLC ("Operator") dated December 1, 2020, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's GRIDIRON N004WB oil and gas well shall be 1,345 feet from the south line and 1,715 feet from the west line, Section 24, Block 40, T-1-S, T&P RR. Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from April 27, 2021 through April 27, 2022, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided

that this permit does not authorize a trespass by the permittee as to any third party. This permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND'S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. For trees of 2"-3" diameter due to having a better survival rate over a five-year period and have greater growth rate than the 4" diameter requirements.

2. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site meeting the requirement of the City of Midland to, at a minimum, meet the requirements of the Ordinance No. 8769.

3. Use of lined and bermed reserve pit that is 440 feet x 250 feet for the drilling operations.

4. Pit closure will use a green bio technology treatment which will result in a low percentage of hydrocarbons in the soil and will leave the soil in an environmentally friendly state

5. Twenty-four hour hydraulic fracturing operations allowed including the use of necessary lighting.

Sound walls shall be used during drilling, after the surface casing is set with a spudder rig, and during completion operations (frac & drillout). The height of the walls will be a minimum of 24 feet tall, and will be erected on the westerly and southerly sides of the well pad.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of April 2021.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of April 2021.

Diamondback E&P LLC

By: _____

Joel Martin

Production Manager

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on April 27, 2021, considered the application of Diamondback E&P LLC ("Operator") dated December 1, 2020, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's GRIDIRON N005JM oil and gas well shall be 1,345 feet from the south line and 1,745 feet from the west line, Section 24, Block 40, T-1-S, T&P RR. Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from April 27, 2021 through April 27, 2022, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided

that this permit does not authorize a trespass by the permittee as to any third party. This permit does not in any way restrict the use of the surface estate. Securing a permit does not authorize Operator to act with impunity as to third parties, nor does it insulate Operator from the consequences of its actions with regard to those third parties. The receipt of a permit does not undertake to adjudicate property rights.

This permit granted by the City of Midland does not act to immunize Operator from civil tort liability from private parties for actions arising out of the use of the permit. This is because the permit is a "negative pronouncement" that grants no affirmative rights to the permittee. The issuance of this permit does not authorize any injury to persons or property or an invasion of other property rights, or any infringement of State or local law or regulations. Operator has obtained a permit from the City of Midland but the consequences of acting under the permit have not been immunized. The fact that the City of Midland has issued a permit to drill an oil and gas well does not shield Operator from third party tort liability stemming from the consequences of the permitted activity.

NOTWITHSTANDING ANY OTHER PROVISION, OPERATOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY OF MIDLAND, CITY OF MIDLAND'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH OPERATOR HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKING CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS OR CITY OF MIDLAND'S NEGLIGENCE.

OPERATOR AGREES TO INDEMNIFY AND HOLD HARMLESS AND DEFEND THE CITY OF MIDLAND, THE CITY'S OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY OPERATOR UNDER AN OIL AND GAS WELL PERMIT WHERE SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY OPERATOR'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF THE OPERATOR AND ANY OTHER PERSON OR ENTITY.

A right-of-way license agreement approved by a resolution of the Midland City Council is required for any oil and/or gas flowline or pipeline or any other device associated with a proposed well site that extends into, on, above, in, under, across or through any City rights-of-way, including but not limited to streets, alleys, and utility and drainage rights-of-way.

If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. For trees of 2"-3" diameter due to having a better survival rate over a five-year period and have greater growth rate than the 4" diameter requirements.

2. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site meeting the requirement of the City of Midland to, at a minimum, meet the requirements of the Ordinance No. 8769.

3. Use of lined and bermed reserve pit that is 440 feet x 250 feet for the drilling operations.

4. Pit closure will use a green bio technology treatment which will result in a low percentage of hydrocarbons in the soil and will leave the soil in an environmentally friendly state

5. Twenty-four hour hydraulic fracturing operations allowed including the use of necessary lighting.

Sound walls shall be used during drilling, after the surface casing is set with a spudder rig, and during completion operations (frac & drillout). The height of the walls will be a minimum of 24 feet tall, and will be erected on the westerly and southerly sides of the well pad.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of April 2021.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of April 2021.

Diamondback E&P LLC

By: _____

Joel Martin

Production Manager

EXHIBIT "C"

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on April 27, 2021, considered the application of Diamondback E&P LLC ("Operator") dated December 1, 2020, to drill an oil and gas well inside the territorial limits of the City of Midland, Texas. The City Council of the City of Midland, Texas, by appropriate action approved the application and authorized the issuance of this permit.

This documentation hereby constitutes a permit, issued in accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), to drill an oil and gas well as requested in Operator's application that has been filed with the Oil & Gas Compliance Coordinator and is incorporated herein for all legal purposes.

The location of Operator's GRIDIRON N005LS oil and gas well shall be 1,345 feet from the south line and 1,684 feet from the west line, Section 24, Block 40, T-1-S, T&P RR. Co. Survey, Midland County, Texas. The hole size, casing program, cement program and total depth of that well shall be in strict compliance with the proposed hole size, casing program, cementing program and proposed total depth found in Operator's application. Further, all operations done under this permit shall be done and accomplished in strict accordance with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), which is hereby incorporated into this permit by reference and made applicable hereto with the same force and effect as if the same were copied fully in this permit, including, but not limited to, Subsections (K) through (Z).

This permit shall be effective from April 27, 2021 through April 27, 2022, and so long thereafter as oil or gas is produced, or until such time as Operator has permanently abandoned the operations of the well or facility for which this permit is issued.

The issuance of this permit by the City of Midland does not in any way alter or modify the rights as between the surface estate owner(s) and mineral estate owner(s) if there exists a severance of the surface estate and mineral estate. This permit in no way exempts Operator from its responsibilities or obligations as to third parties. The issuance of this permit only means that Operator has, at this time, complied with Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance No. 8769) and that the Midland City Council, as a regulatory body, will allow Operator to proceed under the conditions of this permit. The issuance of this permit is intended to be only a negative pronouncement that grants no affirmative rights to the permittee to occupy the property. It is expressly provided

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If the well that is the subject of this permit is not located within the County of Midland, Texas, Operator shall notify the Midland Central Appraisal District of the following: (1) the well's location within the territorial limits of the City of Midland; and (2) that the City of Midland is to be included as a taxing entity. Operator shall make said notification no later than 60 days after completion of the well.

The Midland City Council, in granting this permit, also grants the following variance(s):

1. For trees of 2"-3" diameter due to having a better survival rate over a five-year period and have greater growth rate than the 4" diameter requirements.

2. In lieu of constructing a perimeter fence around this permitted well, a perimeter fence around the well pad site may be constructed. Said perimeter fence around the well pad site meeting the requirement of the City of Midland to, at a minimum, meet the requirements of the Ordinance No. 8769.

3. Use of lined and bermed reserve pit that is 440 feet x 250 feet for the drilling operations.

4. Pit closure will use a green bio technology treatment which will result in a low percentage of hydrocarbons in the soil and will leave the soil in an environmentally friendly state

5. Twenty-four hour hydraulic fracturing operations allowed including the use of necessary lighting.

Sound walls shall be used during drilling, after the surface casing is set with a spudder rig, and during completion operations (frac & drillout). The height of the walls will be a minimum of 24 feet tall, and will be erected on the westerly and southerly sides of the well pad.

This permit shall constitute a written contract for purposes of insurance requirements.

In addition to the requirements of this permit and the Midland City Code § 6-1-23, "Oil and Gas Well Permits Issued On or After January 1, 2010" (Ordinance 8769), including, but not limited to Subsections (K) through (Z), Operator shall develop, maintain and operate the well described herein in accordance with the conditions, limitations and safeguards contained in Operator's application for said well.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of April 2021.

CITY OF MIDLAND, TEXAS

BY: _____

Patrick N. Payton, Mayor

UNDERSTOOD AND AGREE THIS _____day of April 2021.

Diamondback E&P LLC

By: _____

Joel Martin

Production Manager

MIDLAND
Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
12/1/2020	DIAMONDBACK E&P LLC	500 W. TEXAS AVE., STE 1200 MIDLAND, TX 79701

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
PAULA BRUNSON Sr. Staff Regulatory Specialist	500 W. Texas Ave., Ste 1200 Midland, TX 79701	432-221-7442 Rep. Fax
Fee: $4,000.00 Rec'd Yes X No ___	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4

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(Same as above)

Other Permitted Wells in City *(ATTACH EXHIBIT B* [see § J(26)]).

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Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1. See attached.
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ATTACHED AS EXHIBIT C is a *Take-off from Grant Yancey, a Certified Petroleum Landman,* indicating that Diamondback E&P LLC has a legal right to develop the mineral estate that is the subject of this Application. [See J(5)].

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General Description of Current Surface Use (within 860 feet of proposed surface location):

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ATTACHED AS EXHIBIT F is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].

IV. Well & Operations Information

Proposed Well Name: GRIDIRON N004WA

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

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Legal Description of Proposed Well Site:
SHL: 1775' FWL & 1345' FSL, T&P RR Co Svy, Blk 40, T-1-S, Sec 24, A-1392
BHL: 2144' FEL & 1150' FSL, T&P RR Co Svy, Blk 40, T-1-S, Sec. 36, A-828

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Existing water wells location in Section 24, Blk 40, T-1-S, T&P RR Co Svy will be used. Other nearby wells will be used if needed. Trucking will also be used if needed.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

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Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]:

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ATTACHED AS EXHIBIT V is Applicant's request for a variance to the hours of fracing operations.

DIAMONDBACK E&P LLC
[NAME OF COMPANY]

By PAULA BRUNSON

Its Regulatory Advisor

State of TEXAS)

County of MIDLAND)

PAULA BRUNSON, Regulatory Advisor, personally appeared before me, and being first duly sworn, declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

Notary Public, State of TEXAS

[Seal]

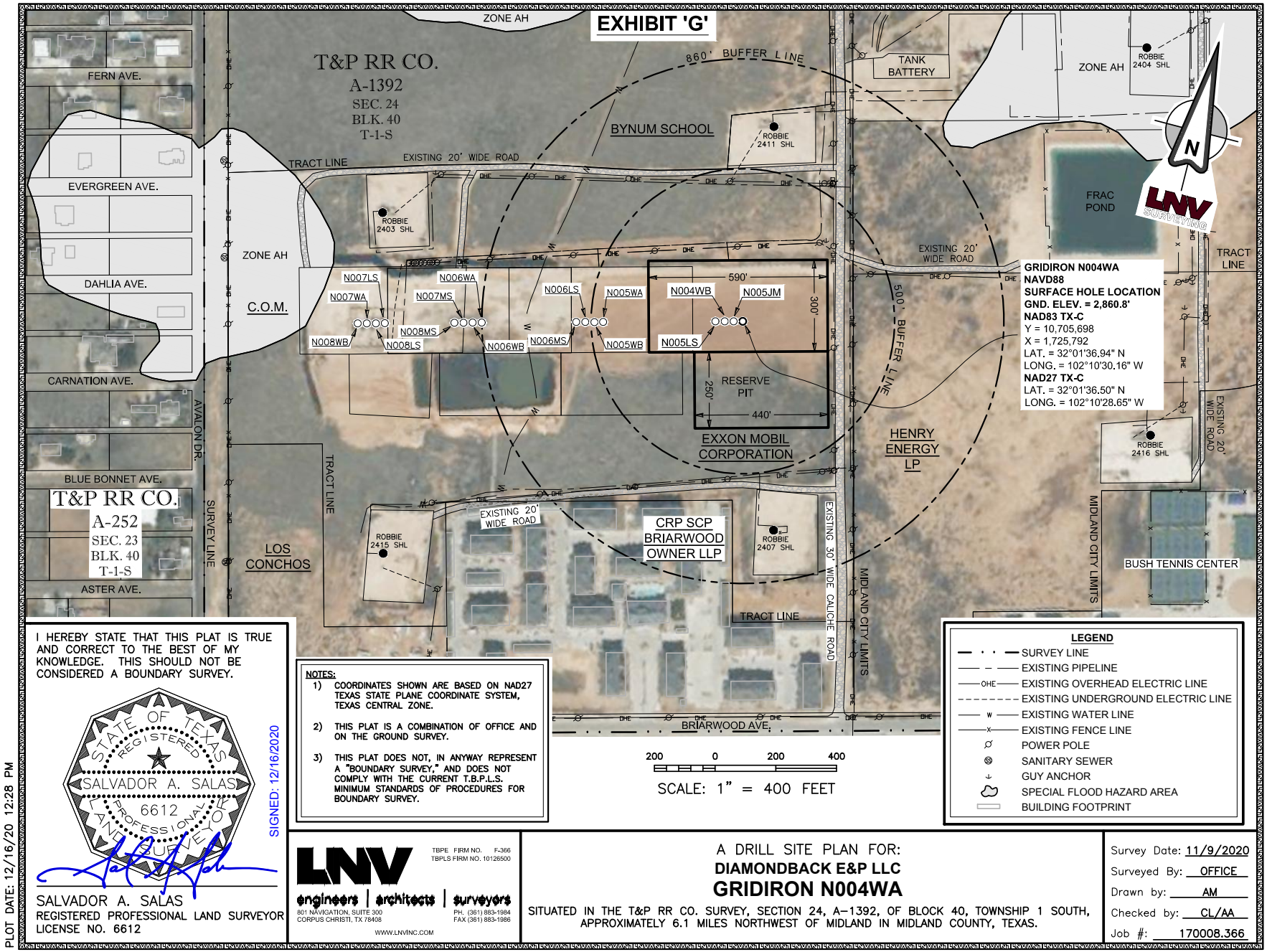
LAURA A. PAYNE
My Notary ID # 130147946
Expires March 10, 2023

Attachment to
APPLICATION FOR OIL AND GAS PERMIT
Gridiron North Wells

II. Mineral Ownership

Names and Addresses of Mineral Estate Lessors (under applicable lease):

Chris Scharbauer P.O. Box 50118 Amarillo, TX 79159	Chris Scharbauer 2010 Family Trust P.O. Box 2111 Midland, TX 79702
Douglas Scharbauer, LTD. P.O. Box 2111 Midland, TX 79702	Clarence Scharbauer III 2010 Family Trust P.O. Box 2111 Midland, TX 79702
Clarence Scharbauer III 1811 Heritage Blvd., Ste. 200 Midland, TX 79707	Douglas Scharbauer 2010 Family Trust P.O. Box 2111 Midland, TX 79702
Scharbauer Minerals, LP P.O. Box 1471 Midland, TX 79702	



I HEREBY STATE THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. THIS SHOULD NOT BE CONSIDERED A BOUNDARY SURVEY.

STATE OF TEXAS REGISTERED SALVADOR A. SALAS 6612 PROFESSIONAL LAND SURVEYOR

SIGNED: 12/16/2020

SALVADOR A. SALAS
REGISTERED PROFESSIONAL LAND SURVEYOR
LICENSE NO. 6612

NOTES:

1) COORDINATES SHOWN ARE BASED ON NAD27 TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE.
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3) THIS PLAT DOES NOT, IN ANYWAY REPRESENT A "BOUNDARY SURVEY," AND DOES NOT COMPLY WITH THE CURRENT T.B.P.L.S. MINIMUM STANDARDS OF PROCEDURES FOR BOUNDARY SURVEY.

LEGEND

- SURVEY LINE
- EXISTING PIPELINE
- OHE EXISTING OVERHEAD ELECTRIC LINE
- EXISTING UNDERGROUND ELECTRIC LINE
- W EXISTING WATER LINE
- EXISTING FENCE LINE
- POWER POLE
- SANITARY SEWER
- GUY ANCHOR
- SPECIAL FLOOD HAZARD AREA
- BUILDING FOOTPRINT

LNV engineers | architects | surveyors
TBPE FIRM NO. F-366
TBPLS FIRM NO. 10126500
801 NAVIGATION, SUITE 300
CORPUS CHRISTI, TX 78408
PH. (361) 883-1984
FAX (361) 883-1986
WWW.LNVINC.COM

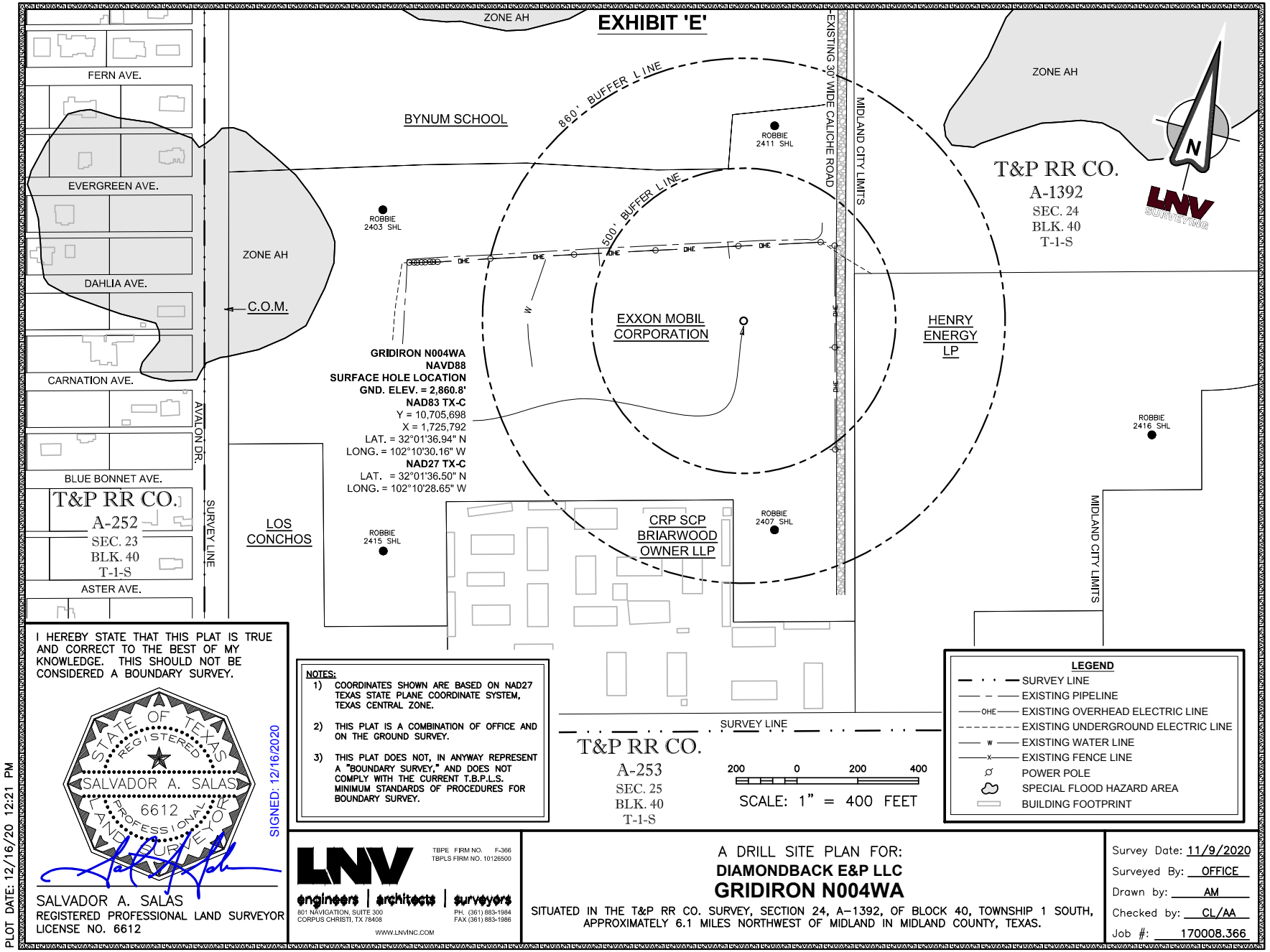
A DRILL SITE PLAN FOR:
DIAMONDBACK E&P LLC
GRIDIRON N004WA

SITUATED IN THE T&P RR CO. SURVEY, SECTION 24, A-1392, OF BLOCK 40, TOWNSHIP 1 SOUTH, APPROXIMATELY 6.1 MILES NORTHWEST OF MIDLAND IN MIDLAND COUNTY, TEXAS.

Survey Date: 11/9/2020
Surveyed By: OFFICE
Drawn by: AM
Checked by: CL/AA
Job #: 170008.366

PLOT DATE: 12/16/20 12:28 PM

U:\Diamondback EP\170008 MSA\366 Gridiron N004WA Midland County\90-Survey\Drawings\366 Gridiron N004WA City Exhibit G Aerial Rev 1 F.dwg



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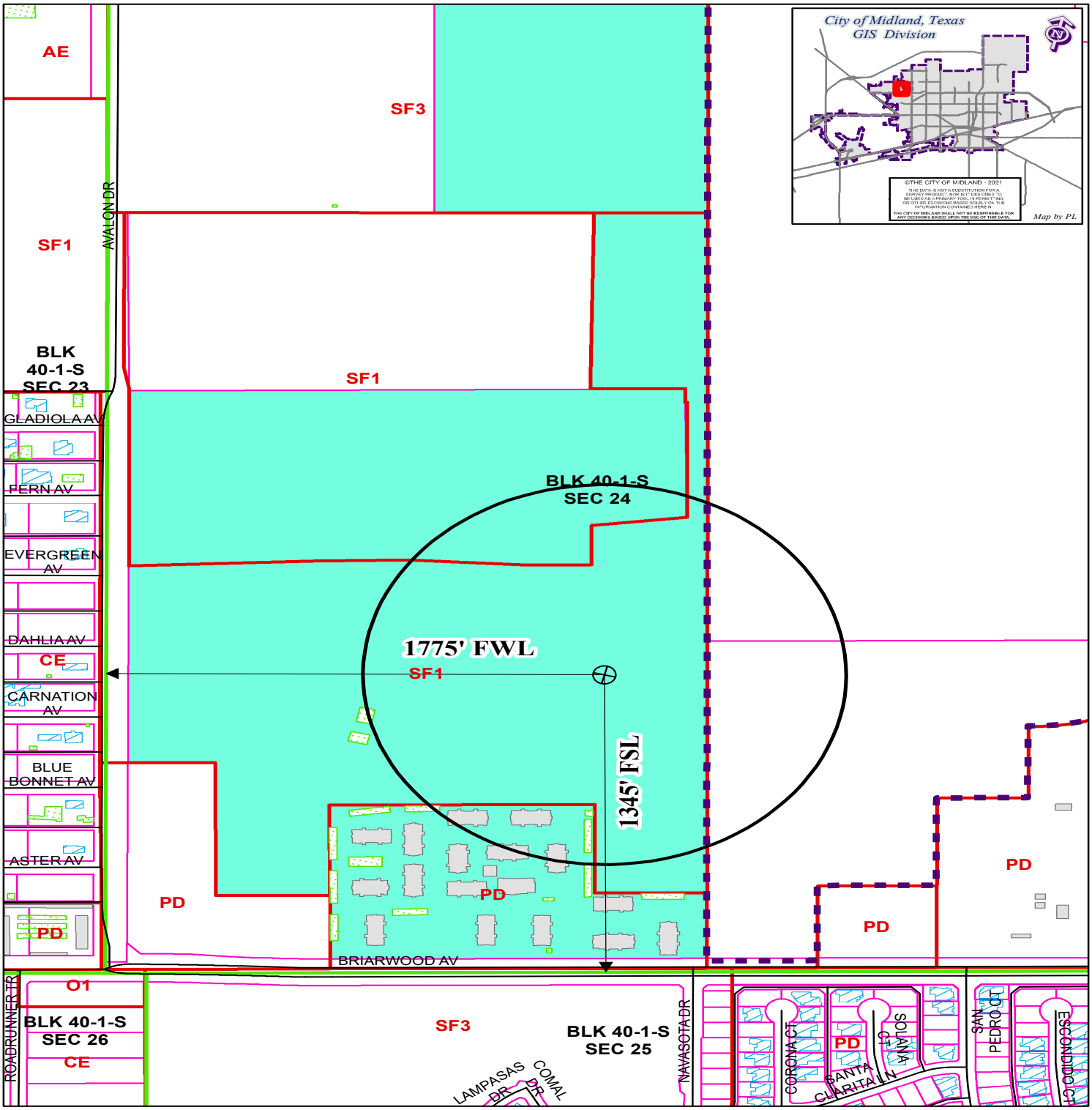
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LOCATION AND ZONING MAP

Oil-031173-2021 **Scale: 1" = 500'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 1,345' FSL and 1,775' FWL, Section 24, Block 40, T-1-S, T.& P. RR. Co. Survey, Midland County ,Texas.

Generally located 1,345 feet north of Briarwood Avenue and 1,775 feet east of Avalon Drive.

Gridiron N004WA

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

MIDLAND
Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
12/1/2020	DIAMONDBACK E&P LLC	500 W. TEXAS AVE., STE 1200 MIDLAND, TX 79701

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele. 432-221-7442
PAULA BRUNSON Sr. Staff Regulatory Specialist	500 W. Texas Ave., Ste 1200 Midland, TX 79701	Rep. Fax
Fee: $4,000.00 Rec'd Yes X No ___	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4

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(Same as above)

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IV. Well & Operations Information

Proposed Well Name: GRIDIRON N004WB

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit W.

Legal Description of Proposed Well Site:

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DIAMONDBACK E&P LLC

[NAME OF COMPANY]

By PAULA BRUNSON

Its Regulatory Advisor

State of TEXAS)

County of MIDLAND)

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Notary Public, State of TEXAS

[Seal]

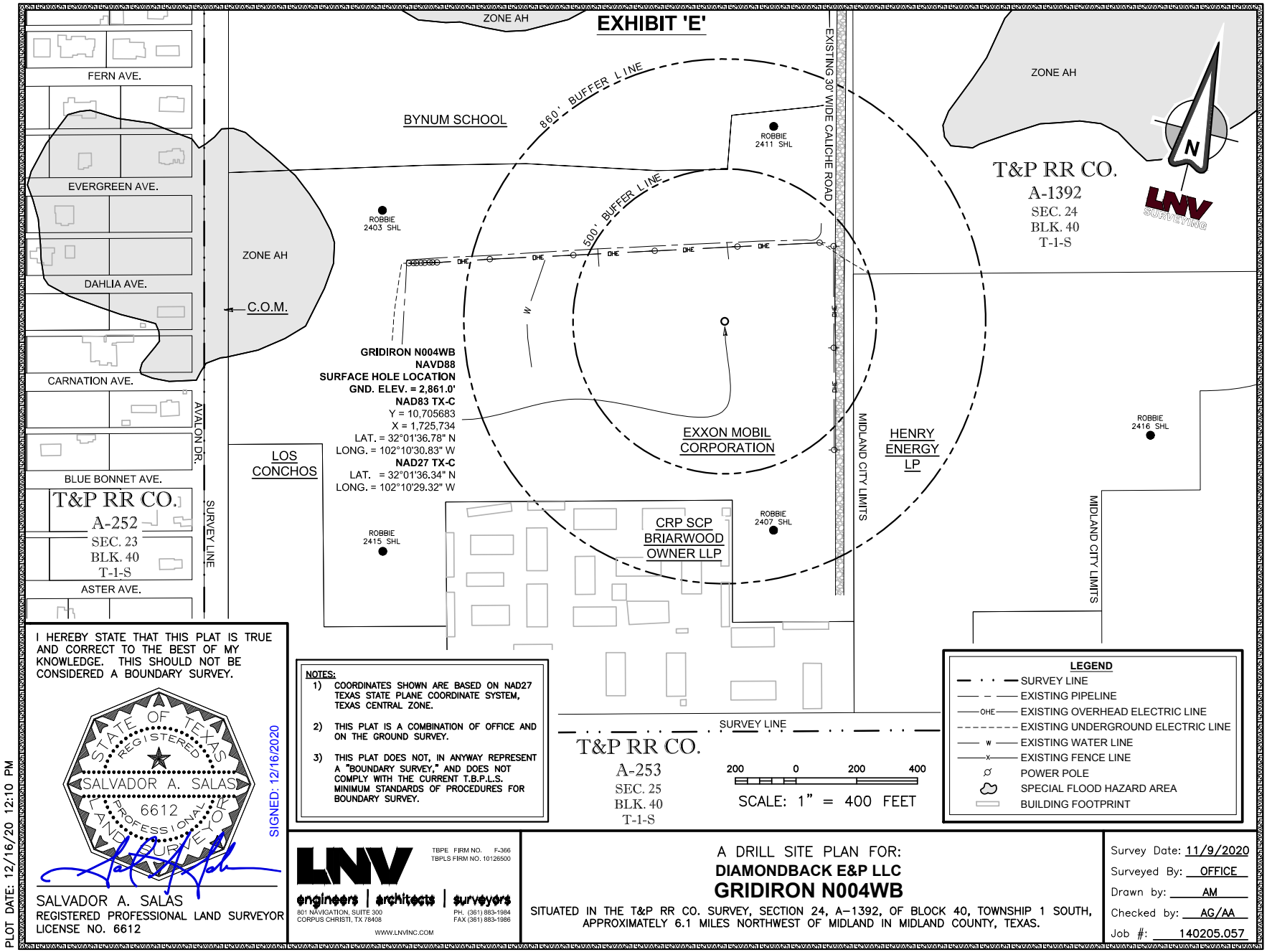
LAURA A. PAYNE
My Notary ID # 130147946
Expires March 10, 2023

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APPLICATION FOR OIL AND GAS PERMIT
Gridiron North Wells

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SIGNED: 12/16/2020

SALVADOR A. SALAS
REGISTERED PROFESSIONAL LAND SURVEYOR
LICENSE NO. 6612

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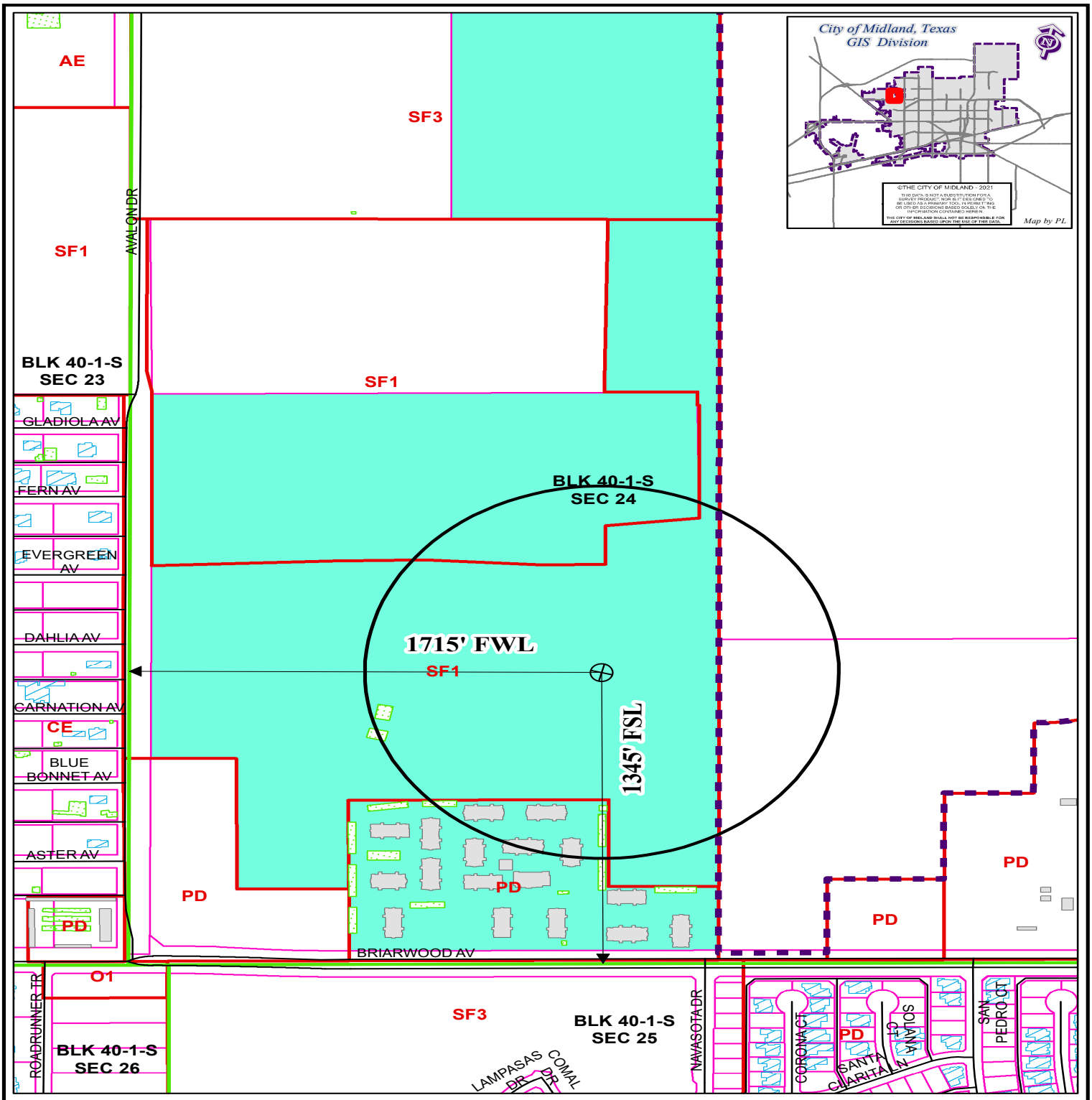
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DIAMONDBACK E&P LLC
GRIDIRON N004WB

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Survey Date: 11/9/2020
Surveyed By: OFFICE
Drawn by: AM
Checked by: AG/AA
Job #: 140205.057

PLOT DATE: 12/16/20 12:10 PM

U:\Diamondback EP\140205 MSA\057 Gridiron N004WB Midland County\Drawings\057 Gridiron N004WB City Exhibit E Final.dwg



LOCATION AND ZONING MAP

Oil-031174-2021 **Scale: 1" = 500'**

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Gridiron N004WB

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, 02	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR, GR	LOCAL RETAIL
MH	MOBILE HOME DWELLING	C1, C2, C3	COMMERCIAL
TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

MIDLAND
Planning Division

APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information

Date	Operator Name (must match W-1)	Operator Address
12/1/2020	DIAMONDBACK E&P LLC	500 W. TEXAS AVE., STE 1200 MIDLAND, TX 79701

Representative Name	Representative Address (within Midland City Limits)	Rep. Tele.
PAULA BRUNSON Sr. Staff Regulatory Specialist	500 W. Texas Ave., Ste 1200 Midland, TX 79701	432-221-7442 Rep. Fax
Fee: $4,000.00 Rec'd Yes X No ___	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4

Permit Compliance Contact (Choose 1):

Option A: Joel Martin, Production Manager

24/7 Answering Services - No. 1 (Tele.): 432-699-9332 No. 2 (Tele.): 432-238-9969

Option B: Joel Martin 500 W. Texas Ave., Ste 1200
432-238-9969 Midland, TX 79701

Company Compliance Representative (Name, Address, Local Telephone) *(ATTACH STATEMENT AS EXHIBIT A):*

Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):

(Same as above)

Other Permitted Wells in City *(ATTACH EXHIBIT B* [see § J(26)]).

II. Mineral Ownership

Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):

1. See attached.
2.
3.

ATTACHED AS EXHIBIT C is a *Take-off from* Grant Yancey, *a Certified Petroleum Landman*, indicating that Diamondback E&P LLC has a legal right to develop the mineral estate that is the subject of this Application. [See J(5)].

III. Surface Ownership & Use

General Description of Current Surface Use (within 860 feet of proposed surface location):

Pasture and residential

ATTACHED AS EXHIBIT D is *a Current Tax Roll from Midland Central Appraisal District* which lists the names and addresses of all surface owners within 860 feet of the surface well location. [See J(7)].

ATTACHED AS EXHIBIT E is a *(map/p lat/satellite/aerial photo)* depicting all Residences, commercial structures, public buildings, all publicly dedicated Streets and alleys, Rights of Way, and permanent accessory structures surrounding the proposed Drill Site. The *(map/p lat/satellite/aerial photo)* includes two circles, as required by the Ordinance—one depicting a 500 foot radius and one depicting an 860 foot radius from the proposed well's surface location. [See § J(10)].

ATTACHED AS EXHIBIT F is a copy of the notification letter(s) sent to 100 percent of the surface owners, Certified Mail, Return Receipt Requested. [See § J(36)].

IV. Well & Operations Information

Proposed Well Name: GRIDIRON N005JM

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit W.

Legal Description of Proposed Well Site:

SHL: 1745' FWL & 1345' FSL, T&P RR Co Svy, Blk 40, T-1-S, Sec 24, A-1392

BHL: 2297' FEL & 1150' FSL, T&P RR Co Svy, Blk 40, T-1-S, Sec. 36, A-828

ATTACHED AS EXHIBIT G is the Location Site Plan [See § J(9)].

ATTACHED AS EXHIBIT H is the Map with the proposed transportation route(s) and road(s) for equipment, chemicals, or refuse products used or produced in the proposed oil and gas operations. [See § J(12)].

ATTACHED AS EXHIBIT I is a copy of the approved Texas Railroad Commission permit to drill (Form W-1), together with all attachments *(also file copy of W-1 with City Secretary before commencement of drilling operations)*. [See § J(16) and (20)].

ATTACHED AS EXHIBIT J is a copy of the required TCEQ report as to depth of usable quality ground water. [See § J(17)].

ATTACHED AS EXHIBIT K (if applicable) is the list of alternative locations developed in consultation with the Oil & Gas Advisory Committee. [See § J(27)].

ATTACHED AS EXHIBIT L is the Fencing and Irrigation Plan. [See § J(30)].

ATTACHED AS EXHIBIT M is the Road Repair Agreement and *Letter of Credit/Certificate of Deposit/Surety Bond* in the amount of at least $25,000. *Option (if applicable): Applicant would further state that no City-owned streets or alleys will be used by the Operator in connection with its oil and gas operations and as a result, requests a waiver from the Council of this requirement. Option B (if applicable):* Because Applicant has three Road Repair Agreements in effect that have been approved by the Council, Applicant requests that the Council consolidate all agreements into one and is filing the necessary $75,000 *letter of credit/certificate of deposit/surety bond* in conjunction with this request. [See § J(31)].

ATTACHED AS EXHIBIT N is the Concept Plan depicting the proposed Operations Site (which includes tanks, roads, power lines, and pipeline routes). [See § J(32)].

Description of Public Utilities required during (1) drilling and (2) operations:

(1) **Drilling:** None

(2) **Operations:** Oncor is the electricity transmission provider. The actual electricity provider will be a function of the best available rates and reliability of the provider.

Description of water source to be used during Drilling:

Existing water wells location in Section 24, Blk 40, T-1-S, T&P RR Co Svy will be used. Other nearby wells will be used if needed. Trucking will also be used if needed.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

All electric lines will be overhead for the immediate future.

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]:

See Exhibit O.

V. Additional Required Exhibits

ATTACHED AS EXHIBIT P is the *Letter of Credit/Certificate of Deposit* in accordance with Subsection (K)(2). [See § J(18)].

ATTACHED AS EXHIBIT Q are Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by Applicaton are current. [See § J(29)].

ATTACHED AS EXHIBIT R is the required Insurance Certification. [See § J(19) and § K(3)].

ATTACHED AS EXHIBIT S (if applicable) is the Drainage Plan approved by the City Engineer relating to Applicant's proposed operations. [See § J(21)].

ATTACHED AS EXHIBIT T is Applicant's Emergency Action Response Plan. [See § J(22)].

ATTACHED AS EXHIBIT U is Applicant's Hazardous Materials Management Plan, a copy of which has been submitted and is on file with the Midland Fire Department. [See § J(23)].

ATTACHED AS EXHIBIT V is Applicant's request for a variance to the hours of fracing operations.

DIAMONDBACK E&P LLC

[NAME OF COMPANY]

By PAULA BRUNSON

Its Regulatory Advisor

State of TEXAS)

County of MIDLAND)

PAULA BRUNSON, Regulatory Advisor, personally appeared before me, and being first duly sworn, declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

Notary Public, State of TEXAS

[Seal]

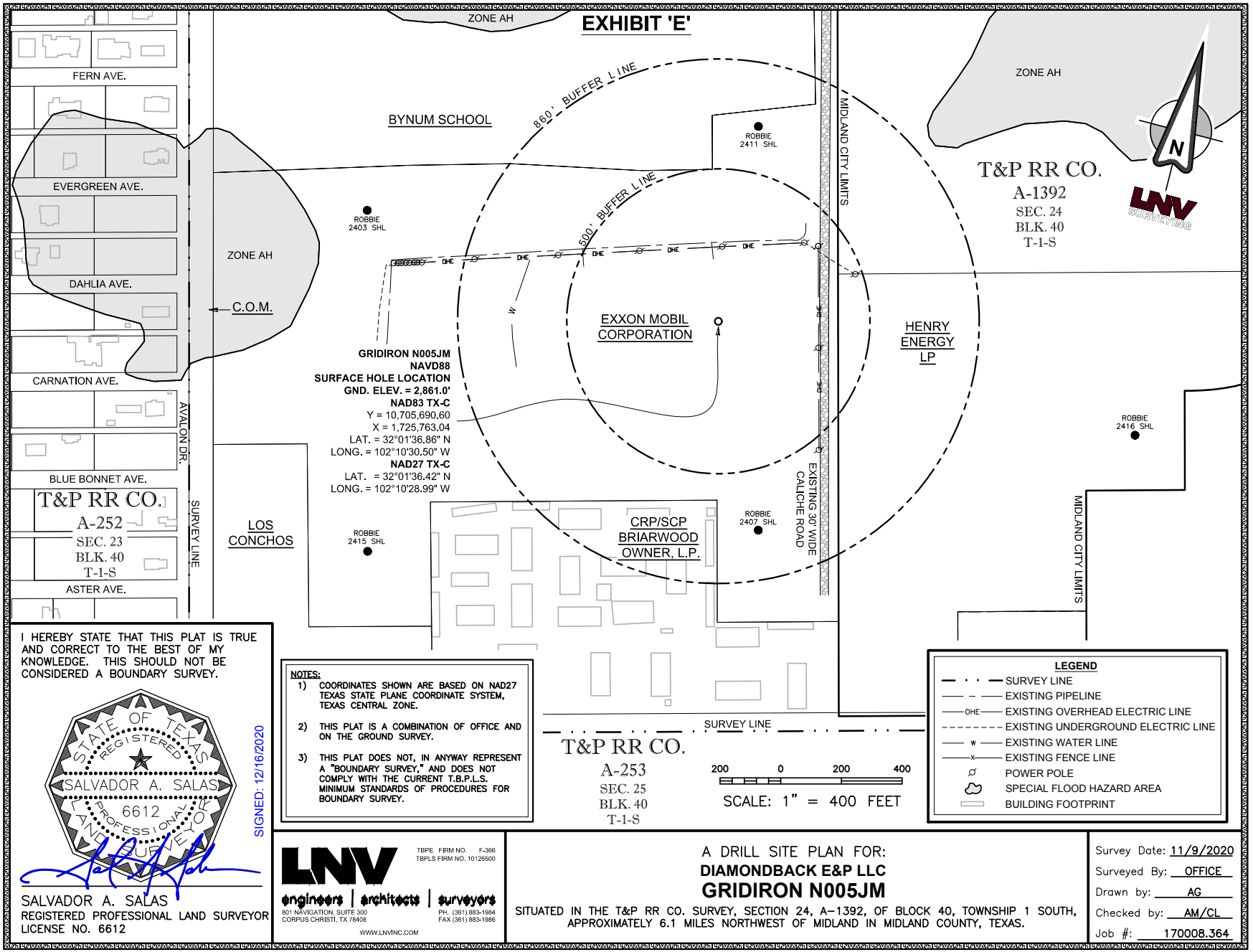
LAURA A. PAYNE
My Notary ID # 130147946
Expires March 10, 2023

Attachment to
APPLICATION FOR OIL AND GAS PERMIT
Gridiron North Wells

II. Mineral Ownership

Names and Addresses of Mineral Estate Lessors (under applicable lease):

Chris Scharbauer P.O. Box 50118 Amarillo, TX 79159	Chris Scharbauer 2010 Family Trust P.O. Box 2111 Midland, TX 79702
Douglas Scharbauer, LTD. P.O. Box 2111 Midland, TX 79702	Clarence Scharbauer III 2010 Family Trust P.O. Box 2111 Midland, TX 79702
Clarence Scharbauer III 1811 Heritage Blvd., Ste. 200 Midland, TX 79707	Douglas Scharbauer 2010 Family Trust P.O. Box 2111 Midland, TX 79702
Scharbauer Minerals, LP P.O. Box 1471 Midland, TX 79702	



I HEREBY STATE THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. THIS SHOULD NOT BE CONSIDERED A BOUNDARY SURVEY.

STATE OF TEXAS
REGISTERED
SALVADOR A. SALAS
6612
PROFESSIONAL
LAND SURVEYOR

SIGNED: 12/16/2020

SALVADOR A. SALAS
REGISTERED PROFESSIONAL LAND SURVEYOR
LICENSE NO. 6612

PLOT DATE: 12-16-20 12:16 PM

NOTES:

1) COORDINATES SHOWN ARE BASED ON NAD27 TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE.
2) THIS PLAT IS A COMBINATION OF OFFICE AND ON THE GROUND SURVEY.
3) THIS PLAT DOES NOT, IN ANYWAY REPRESENT A "BOUNDARY SURVEY," AND DOES NOT COMPLY WITH THE CURRENT T.B.P.L.S. MINIMUM STANDARDS OF PROCEDURES FOR BOUNDARY SURVEY.

LEGEND

- SURVEY LINE
- EXISTING PIPELINE
- OHE — EXISTING OVERHEAD ELECTRIC LINE
- EXISTING UNDERGROUND ELECTRIC LINE
- W — EXISTING WATER LINE
- x — EXISTING FENCE LINE
- POWER POLE
- SPECIAL FLOOD HAZARD AREA
- BUILDING FOOTPRINT

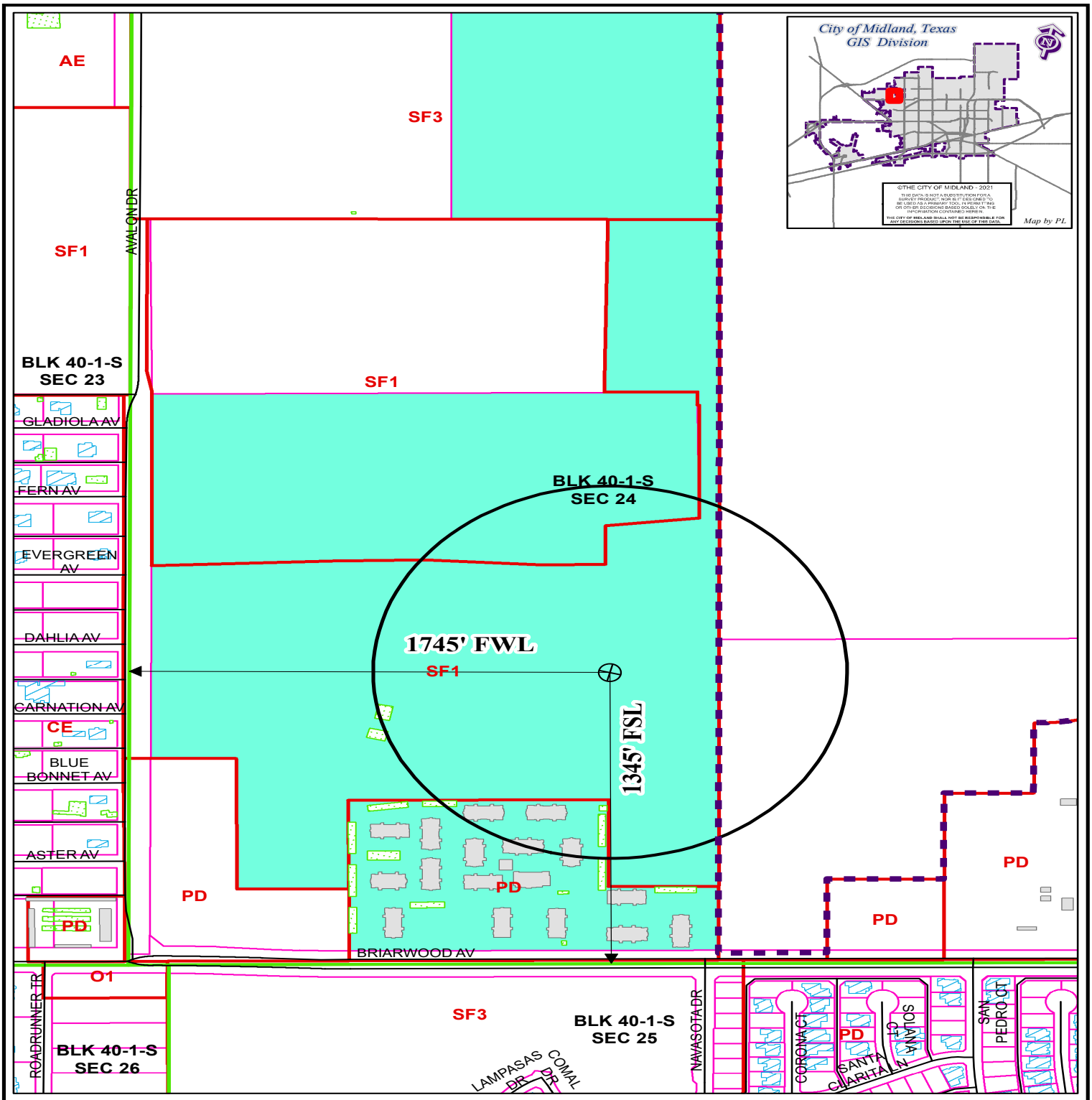
LNV
engineers | architects | surveyors
801 NAVIGATION, SUITE 300
CORPUS CHRISTI, TX 78408
TBPE FIRM NO. F-366
TBPLS FIRM NO. 10126500
PH. (361) 883-1984
FAX (361) 883-1986
WWW.LNVINC.COM

A DRILL SITE PLAN FOR:
DIAMONDBACK E&P LLC
GRIDIRON N005JM

SITUATED IN THE T&P RR CO. SURVEY, SECTION 24, A-1392, OF BLOCK 40, TOWNSHIP 1 SOUTH, APPROXIMATELY 6.1 MILES NORTHWEST OF MIDLAND IN MIDLAND COUNTY, TEXAS.

Survey Date: 11/9/2020
Surveyed By: OFFICE
Drawn by: AG
Checked by: AM/CL
Job #: 170008.364

U:\Diamondback EP\170008 MSA\364 Gridiron N005MS Midland County\000\90-Survey\Drawings\364 Gridiron N005JM City Exhibit E Final.dwg



LOCATION AND ZONING MAP

Oil-031177-2021 **Scale: 1" = 500'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 1,345' FSL and 1,745' FWL, Section 24, Block 40, T-1-S, T.& P. RR. Co. Survey, Midland County ,Texas.

Generally located 1,345 feet north of Briarwood Avenue and 1,745 feet east of Avalon Drive.

Gridiron N005JM

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, O2	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LR1, LR2	LOCAL RETAIL
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MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

MIDLAND
Planning Division

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IV. Well & Operations Information

Proposed Well Name: GRIDIRON N005LS

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit W.

Legal Description of Proposed Well Site:

SHL: 1684' FWL & 1345' FSL, T&P RR Co Svy, Blk 40, T-1-S, Sec 24, A-1392

BHL: 2376' FEL & 1150' FSL, T&P RR Co Svy, Blk 40, T-1-S, Sec. 36, A-828

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ATTACHED AS EXHIBIT V is Applicant's request for a variance to the hours of fracing operations.

DIAMONDBACK E&P LLC
[NAME OF COMPANY]

By PAULA BRUNSON

Its Regulatory Advisor

State of TEXAS)

County of MIDLAND)

PAULA BRUNSON, Regulatory Advisor, personally appeared before me, and being first duly sworn, declared he/she signed the application in the capacity designated, if any, and further states that he/she has read the above application and attached exhibits and the statements therein are true and correct to the best of their knowledge.

Notary Public, State of TEXAS

[Seal]

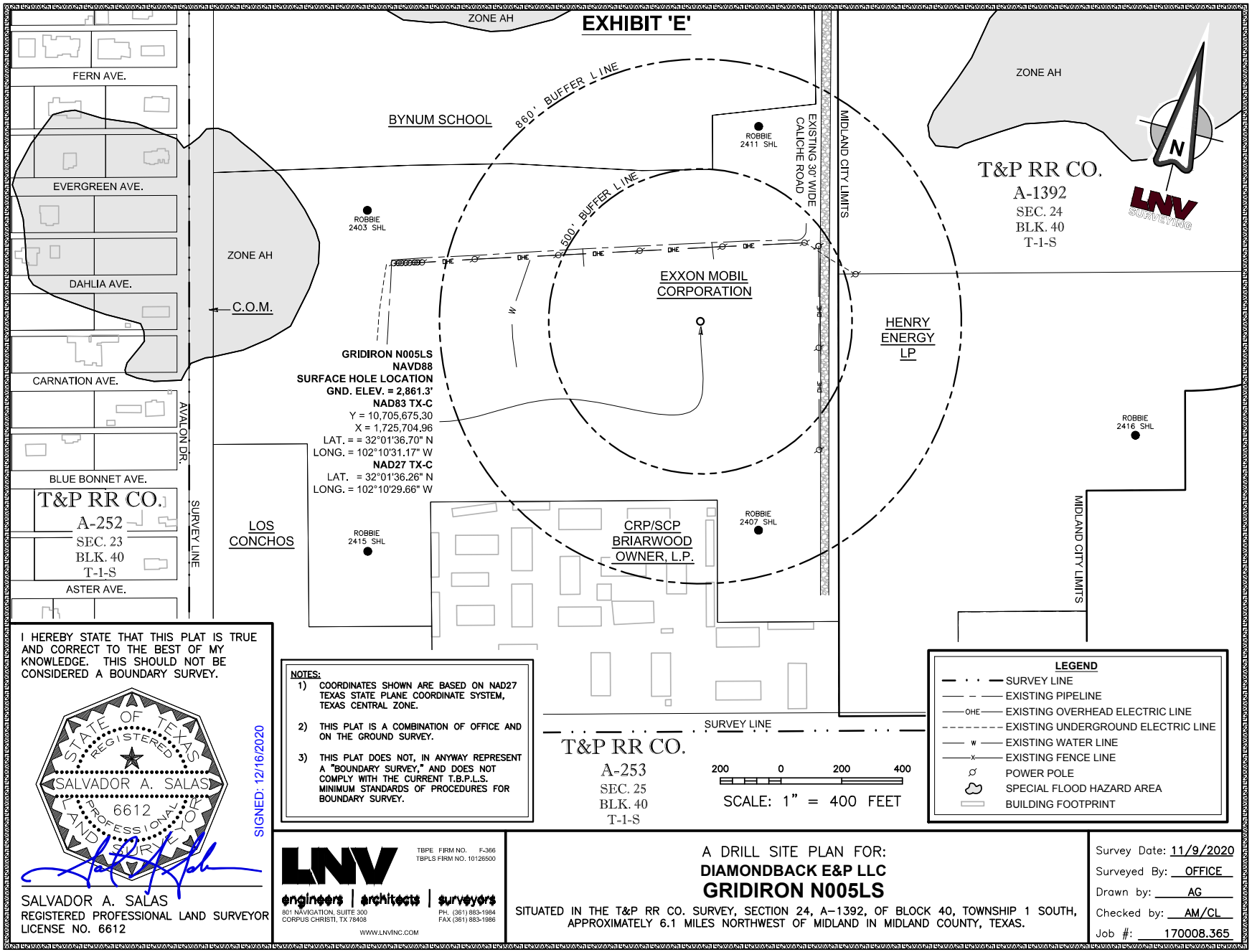
LAURA A. PAYNE
My Notary ID # 130147946
Expires March 10, 2023

Attachment to
APPLICATION FOR OIL AND GAS PERMIT
Gridiron North Wells

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Douglas Scharbauer, LTD. P.O. Box 2111 Midland, TX 79702	Clarence Scharbauer III 2010 Family Trust P.O. Box 2111 Midland, TX 79702
Clarence Scharbauer III 1811 Heritage Blvd., Ste. 200 Midland, TX 79707	Douglas Scharbauer 2010 Family Trust P.O. Box 2111 Midland, TX 79702
Scharbauer Minerals, LP P.O. Box 1471 Midland, TX 79702	



I HEREBY STATE THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. THIS SHOULD NOT BE CONSIDERED A BOUNDARY SURVEY.

STATE OF TEXAS
REGISTERED
SALVADOR A. SALAS
6612
PROFESSIONAL
LAND SURVEYOR

SIGNED: 12/16/2020

SALVADOR A. SALAS
REGISTERED PROFESSIONAL LAND SURVEYOR
LICENSE NO. 6612

NOTES:

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LEGEND

- SURVEY LINE
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- OHE — EXISTING OVERHEAD ELECTRIC LINE
- EXISTING UNDERGROUND ELECTRIC LINE
- W — EXISTING WATER LINE
- x — EXISTING FENCE LINE
- POWER POLE
- SPECIAL FLOOD HAZARD AREA
- BUILDING FOOTPRINT

LNV
engineers | architects | surveyors
801 NAVIGATION, SUITE 300
CORPUS CHRISTI, TX 78408
TBPE FIRM NO. F-366
TBPLS FIRM NO. 10126500
PH. (361) 883-1984
FAX (361) 883-1986
WWW.LNVINC.COM

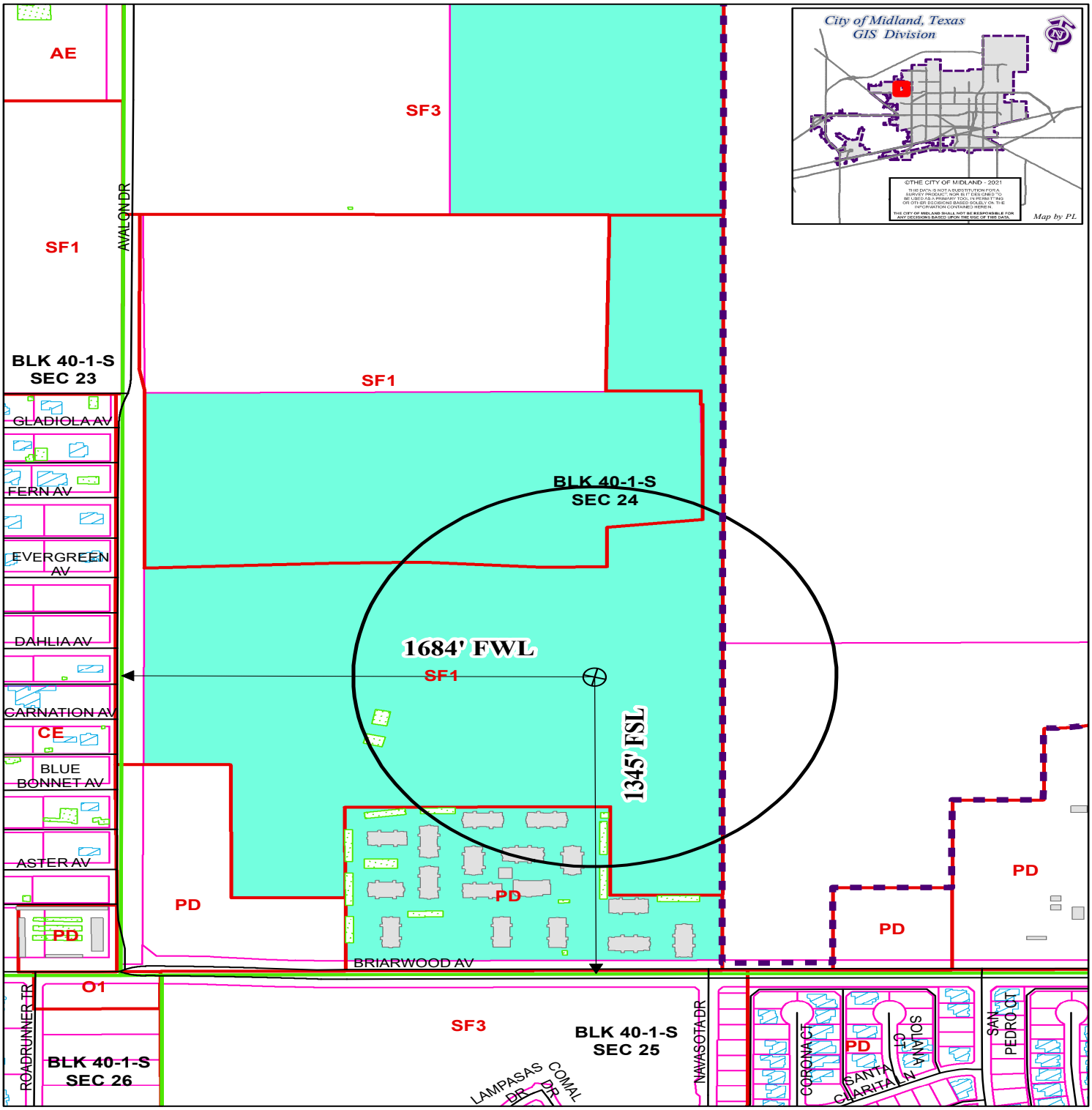
A DRILL SITE PLAN FOR:
DIAMONDBACK E&P LLC
GRIDIRON N005LS

SITUATED IN THE T&P RR CO. SURVEY, SECTION 24, A-1392, OF BLOCK 40, TOWNSHIP 1 SOUTH, APPROXIMATELY 6.1 MILES NORTHWEST OF MIDLAND IN MIDLAND COUNTY, TEXAS.

Survey Date: 11/9/2020
Surveyed By: OFFICE
Drawn by: AG
Checked by: AM/CL
Job #: 170008.365

PLOT DATE: 12-16-20 12:18 PM

U:\Diamondback EP\170008 MSA\365 Gridiron N005LS Midland County\90-Survey\Drawings\365 Gridiron N005LS City Exhibit E Final.dwg



LOCATION AND ZONING MAP

Oil-031178-2021 **Scale: 1" = 500'**

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 1,345' FSL and 1,684' FWL, Section 24, Block 40, T-1-S, T.& P. RR. Co. Survey, Midland County ,Texas.

Generally located 1,345 feet north of Briarwood Avenue and 1,684 feet east of Avalon Drive.

Gridiron N005LS

LEGEND

CITY PARCELS	PUBLIC BLDGS	CITY LIMITS
COUNTY PARCELS	PRIVATE BLDGS	860 FT. BUFFER
ZONING	ACCESSORY BLDGS	SURVEY SEC.

ZONING DISTRICTS:

FD	FUTURE DEVELOPMENT	BP	BUSINESS PARK
PD	PLANNED DISTRICT	P	PARKING
AE	AGRICULTURE ESTATE	01, 02	OFFICE
CE	COUNTRY ESTATE	NS	NEIGHBORHOOD SERVICE
1F1, 1F2, 1F3	ONE-FAMILY DWELLING	LRC, RC	LOCAL RETAIL
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TH	TOWNHOUSE DWELLING	IP ,IP1, IP2, IP3	INDUSTRIAL PARK
2F	TWO-FAMILY DWELLING	LI	LIGHT INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING	HI	HEAVY INDUSTRY

City Council Meeting

Item Number: 12

Meeting Date: April 27, 2021

To: City Council / City Manager

From: Isaac Garnett, Manager, Community Development

Subject: RESOLUTION AUTHORIZING ADDITIONAL FUNDING IN THE AMOUNT OF $280,000.OO FOR THE CITY OF MIDLAND BUSINESS MICRO-GRANT ASSISTANCE PROGRAM (DEVELOPMENT SERVICES)

Purpose:

RESOLUTION AUTHORIZING THE CITY OF MIDLAND BUSINESS MICRO-GRANT ASSISTANCE PROGRAM IN THE AMOUNT OF $280,000.00 FROM THE CARES GRANT (FUND 065).

Recommended City Council Action:

Directional / Informational

Fiscal Impact:

Funds are available in Fund 065-CARES GRANT for this purpose.

Discussion:

Per Council's direction staff was asked to prepare an agenda item for consideration based upon successful completion of Phase II of the Micro Grant Program designation and the additional applications beyond the original scope of 96 funding awards.

As Council will recall, in an effort to assist small local businesses impacted by COVID-19, the City of Midland and Midland College Business and Economic Development Center (BEDC) collaborated to assist small business owners with $10,000 grants to assist with PPE, equipment purchases, payroll, loss of revenue, etc. This would provide funding for businesses in their efforts to stay operational during the COVID-19 times. At the completion of the application process, the CDBG office received an additional 28 qualified applications that were outside of the initial 96 awards. The additional funding of $280,000 will allow the distribution of

funds to all of the qualified applicants.

Funds are available from the CARES Act funding which still has $3,064,281 remaining.

City Manager's Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING ADDITIONAL FUNDING IN THE AMOUNT OF $280,000.00 FOR THE CITY OF MIDLAND BUSINESS MICRO-GRANT ASSISTANCE PROGRAM

WHEREAS, in Resolution No. 2020-218, the City Council authorized the City of Midland Business Micro-Grant Assistance Program; and

WHEREAS, the program successfully distributed the original funding amount in the form of $10,000.00 micro-grants to qualifying businesses; and

WHEREAS, the City Council finds it to be in the public interest to authorize additional funding in the amount of $280,000.00 for the City of Midland Business Micro-Grant Assistance Program;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the City Council hereby authorizes and approves additional funding in the amount of $280,000.00 for the City of Midland Business Micro-Grant Assistance Program.

SECTION TWO. That funds are available in Fund 065-CARES Grant.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2021, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

_____
Robert Patrick, Interim City Manager

_____
Mark Mason, Director of Finance

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

City Council Meeting

Item Number: 13

Meeting Date: April 27, 2021

To: City Council / City Manager

From: John Simmons, Manager, Right-of-Way

Subject: Motion authorizing the execution of a Right-of-Way License between the City of Midland and Targa Pipeline Mid-Continent Westex L.L.C.; regarding City owned property described as section 12, Block 37, Township 3 South, T&P RR Co. Survey, Midland County, Texas. (UTILITIES)

Purpose:

This ROW License will replace License # 2011-101 effective April 27, 2011, which granted a 30' wide right of way to Atlas Pipeline Mid-Continent Westex L.L.C now known as Targa Pipeline Mid-Continent WesTex LLC. This Right of Way License updates and replaces the previously granted license and terms for the continued operation of said pipeline.

This Right-of-Way License is proposed for a single five (5) year period with the option for a single five (5) year renewal. Terms are consistent with the City's standard license for pipeline facilities of this nature.

Recommended City Council Action:

Approve

Fiscal Impact:

The following fees will be collected:

Application fee (one time): $1,000

Annual Lease Rate (340.38 rods x $20/rod): $6,807.60

Surface Damages: existing pipeline, no new surface damage

Total Collected: $7,807.60

Discussion:

This private use, poly construction gas line is sixteen inches (16) in diameter and buried thirty-six inches (36) deep and does not interfere with the City Plant Farm operations in this area. Attached plat is the “As Built” survey of the existing pipeline. Annual fees are up to date.

Certificates of Insurance (COI) with City of Midland named as additional insured and a waiver of subrogation in favor of the City of Midland has been collected and on file.

City Secretary to record completed License Agreement

Robert Patrick

City Manager’s Office

RIGHT OF WAY LICENSE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND §

Date:	April 28, 2021
Licensor:	CITY OF MIDLAND, TEXAS, a home-rule municipal corporation
Licensor's Representative:	Robert Patrick, Assistant City Manager
Licensor's Mailing Address:	P.O. Box 1152 Midland, Texas 79702
Licensee:	Targa Pipeline Mid-Continent WestTex LLC
Licensee's Representative:	**Norman L. Winter**
Licensee's Mailing Address:	811 Louisiana Suite 2100, Houston, Texas 77002
Property:	See **Exhibit A** attached hereto and incorporated herein for all purposes.

Licensee desires use of property owned by Licensor in Midland County, Texas (the "Property"), for purposes set forth below. Licensee acknowledges and agrees that it must obtain a license (the "License") in order to use the public lands of Licensor.

W I T N E S S E T H:

For and in consideration of the execution of this License and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

I. Term

A. Initial Term. This License shall be for a term of five (5) years (the "Initial Term"), commencing with the date of this License (the "Commencement Date") unless terminated earlier as provided hereafter.

B. Renewal Term. This License shall automatically renew at the end of the Initial Term for one (1) additional term of five (5) years, upon the written request of Licensee received by Licensor on or before one hundred twenty (120) days prior to the expiration of the Initial Term then in effect, subject to the express written consent of the governing body of Licensor.

C. Termination. Licensor may terminate this License if Licensee fails to pay, when due, any amount owing under this License and that failure continues for sixty (60) days or, if Licensee commits any material breach or material default in performance of any obligation, prohibition,

restriction, provision or covenant contained in this License, and the breach or default continues for a period of thirty (30) days after Licensor delivers notice to Licensee reasonably detailing the breach or default.

Additionally, Licensor may terminate this License at will for any or no reason upon giving at least three hundred sixty-five (365) days' written notice to Licensee. The parties to this License understand and agree that it is in Licensor's sole discretion to cancel the License during the term of the License without penalty to Licensor. Licensee has no expectation and has received no guarantees that this License will not be terminated before the end of the License term. The parties have bargained for the flexibility of terminating this License upon tender of the requisite notice at any time during the term of the License. All work and services under the License shall be suspended upon termination of the License becoming effective.

Upon termination of this License, Licensee shall remove all equipment and structures associated with the undertakings contemplated by this License. After removal of all equipment and structures associated with the undertakings contemplated by this License, the surface shall be restored at the expense of Licensee to its original condition, as close thereto as may be practical, subject to the approval of Licensor upon inspection by Licensor's Representative, which approval shall not be unreasonably withheld. All of said work shall be completed within one hundred and eighty (180) days after termination of this License.

II. Financial Consideration

A. License Fee. The first year's license fee in the amount of SIX THOUSAND EIGHT HUNDRED SEVEN and 60/100 Dollars ($6,807.60) shall be due and payable on or prior to the Commencement Date of this License ("License Fee"). Licensee's failure to make the License Fee payment within thirty (30) days after the License Fee is due shall constitute a late payment and Licensee shall pay Licensor a late charge of five percent (5%).

B. Surface Damage Fee. Intentionally omitted.

C. Annual Fee. Licensee shall pay to Licensor an annual fee in the amount of SIX THOUSAND EIGHT HUNDRED SEVEN and 60/100 Dollars ($6,807.60), which shall be payable each year on or before the anniversary of the Commencement Date of this License.

D. Application Fee. At the same time the first year License Fee is due, Licensee shall pay a non-refundable one-time fee of ONE THOUSAND and No/100 Dollars ($1,000.00) to Licensor's Representative. Said fee shall revert to Licensor and Licensee shall have no claim to said fee. The fee shall be used to process the application for the License.

E. Fee Adjustment. Prior to commencement of any renewal term, Licensor and Licensee shall negotiate in good faith to agree to an adjustment of the License Fee. If Licensor and Licensee are unable to reach an agreement regarding an adjustment to the License Fee, then the License Fee shall be determined by Licensor in its sole discretion, provided the new License Fee shall not exceed twenty-five percent (25%) of the License Fee paid for the last year of the Initial Term.

F. Delivery of Payment. The License Fee payment shall be made to Licensor at the office of Licensor's Representative, Attn: Right of Way Manager, P.O. Box 1152, Midland, Texas, 79702.

The License Fee payment shall be exclusive of and in addition to all general municipal taxes of whatever nature, including but not limited to ad valorem taxes and special taxes and assessments for public improvements.

III. Use

A. Permitted Use. Licensor does hereby grant unto Licensee, the right to enter upon the Property, being thirty (30) feet in width of the pipeline location as shown on **Exhibit A** attached hereto and incorporated herein for the purpose of placing, constructing, operating, repairing, maintaining, replacing and removing, thereon, along the herein described pipeline locations, a poly construction pipeline, not to exceed sixteen (16) inches in diameter, for the transportation of gas, to have the right of ingress and egress at convenient points for such purpose.

B. Road Repair. Licensee covenants and agrees that it will repair any of Licensor's roads that Licensee damages on Licensor's property so that such roads will comply with Licensor's Standard Specifications.

C. Utility Repair. Licensee covenants and agrees that Licensee shall, at its own expense, repair all water lines, sewer lines, service lines and water meters owned by Licensor that Licensee, its employees, its agents or assigns, damage so that such water lines, sewer lines and water meters shall comply with the requirements of Licensor's Standard Specifications.

D. Depth. Licensee covenants and agrees that it will bury the pipeline(s) to be constructed hereunder no less than thirty-six (36) inches in depth. All backfill used in burying such line shall be compacted to a density of ninety percent (90%), except where such pipeline(s) crosses under a paved or traveled portion of City of Midland right of way where such backfill shall be compacted to a density of ninety-five percent (95%). Licensor shall be afforded the opportunity to test the density on all backfill. Notwithstanding any provision to the contrary contained herein, Licensee covenants and agrees that, at any point that Licensee's pipeline(s) intersects with a City of Midland utility line location, the pipeline(s) shall be bored at a depth of a least (i) nine (9) feet under all City of Midland water utility lines and (ii) two (2) feet under all City of Midland sewer utility lines. Licensee agrees that it shall comply with 30 Tex. Admin. Code § 290.44(e), as amended, to the extent applicable to this License.

E. Approval of Bids. Before Licensee seeks bids on any phase of the repair of public streets, alleys, water lines, sewer lines or any other public utilities, the specifications shall be approved by Licensor's Representative.

F. Reservation of Rights. Licensor expressly reserves the right to install, repair, or reconstruct streets or roads and all ancillary public uses usual and customary in connection with streets and roads, expressly including but not limited to drainage facilities and related structures in the rights of way used and occupied by Licensee.

Licensor reserves the right to lay and permit to be laid, sewer, gas, water, and other pipelines or cables and conduits, and to do and permit to be done, any underground or overhead installation or improvement that may be deemed necessary or proper by the governing body of Licensor, in, on, across, along, over, under, and through any property occupied by Licensee. In permitting such work to be done, Licensor shall not be liable to Licensee for any damage so caused to Licensee's

system or property, **NOR SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES TO LICENSEE'S PIPELINE(S), CASING, OR COMPRESSOR STATION, ARISING OUT OF THE NEGLIGENCE BY LICENSOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR LICENSOR'S CONTRACTORS OR SUBCONTRACTORS**. If Licensor requires Licensee to remove, alter, change, adapt, or conform Licensee's facilities because of changes in the grade or construction of a street or in the location or manner of constructing a water pipe, sewer pipe, or other surface, underground or aboveground structure owned by Licensor, Licensee shall make the alterations or changes as soon as practicable, and in no event longer than one hundred eighty (180) days, when ordered in writing by Licensor, without claim for reimbursement for the cost of the relocation or for damages against Licensor. If these requirements impose a financial hardship upon Licensee, Licensee shall have the right to present alternative proposals for Licensor's consideration.

G. Non-exclusive. Licensor expressly reserves the full right to grant other easements or rights of way crossing or running parallel with the rights of way used by Licensee.

H. Abandonment. It is especially provided, however, that as an express condition of this License, and not as a mere covenant, in the event Licensee abandons any equipment or appurtenances to the undertakings contemplated by this License, or the Property ceases to be used for the purposes enumerated herein for any period of twelve (12) consecutive months, or longer, other than the time elapsing between the date hereof and construction, and upon giving Licensee one hundred and twenty (120) days' written notice, then and in that event, this License shall automatically revert to Licensor, its successors or assigns, free and clear of any right, title, or interest in Licensee, or any re-entry by Licensor.

I. Approval of Specifications. In the event Licensee desires to reconstruct, repair, maintain, replace or remove any pipeline or casing system built hereunder, Licensee shall submit the plans and specifications that pertain to the rebuilding or repairs of Licensor's streets and roads and the rebuilding or repairs of any of Licensor's public utilities to Licensor's Representative for his or her approval. In the event of emergency repairs necessary to restore service, Licensee shall notify Licensor's Representative before making any repairs if during a Licensor work day. If not on a work day, Licensee shall notify Licensor's Representative on the first work day after repairs have begun.

J. Gates and Fences. Licensee agrees to use existing gates and roadways where available, to enter, leave and cross the Property; provided that Licensee shall not use any road marked "Closed." Licensee and all persons entering or leaving the Property in connection with Licensee's operations hereunder shall keep all outside and interior gates securely closed except during operations related to this License. Licensee shall keep all outside gates, and all other gates designated by Licensor, securely locked except during operations related to this License. At any gate that is to be locked, Licensor may install its own lock in addition to Licensee's lock.

Licensee agrees that Licensee shall not cut or go over any fence at any time or in connection with any operations on the Property without first obtaining Licensor's express consent thereto in writing. All gates or openings in fences shall be at mutually agreeable location(s) between Licensee and Licensor and shall be constructed as reasonably required by Licensor. Upon the termination of this License, at Licensor's election, gates in fences shall be left in place and shall thereafter be owned by Licensor or Licensee shall remove such gates and restore the fence to its original

condition as nearly as reasonably practicable. The terms, provisions and requirements of this provision shall survive the termination or expiration of this License.

K. Trash. Licensee shall keep the Property free of trash and debris at all times. Under no circumstances, will Licensee be allowed to bury any trash, debris or foreign material of any kind on or under the Property. Licensor shall have the right to expel and permanently ban from the Property any person observed disposing of trash on the Property. Upon the completion of any operations, all ribbons, flags, stakes and similar items shall by promptly removed from the Property.

L. Hunting, Fishing and Alcohol Prohibited. No agent, employee, representative, contractor or subcontractor of Licensee or any other person allowed to enter the Property by Licensee shall be permitted to hunt, fish, trap, camp, picnic, ride motorcycles or four-wheelers or otherwise conduct any social gathering on the Property, nor shall any such persons be permitted to bring firearms, archery equipment, dogs, alcoholic beverages or illegal drugs on the Property at any time. Violations of this provision shall cause the violator to be regarded as a trespasser and subject to prosecution under trespass laws of the State of Texas. Licensor shall have the right to expel and permanently ban from the Property any person observed on the Property in violation of this provision.

M. Storage of Machinery and Equipment. Licensee shall use no part of the Property to store machinery, equipment, or other property of Licensee while it is not being used.

N. Additional Reservations. Licensor reserves the right to use the surface, subsurface or airspace above the land covered by this License for any purpose allowed by law and deemed necessary by Licensor and to do and permit to be done, any work in connection therewith which may be deemed necessary or proper by Licensor in, on, across, along, over, under, and through said right of way occupied by Licensee. In the event of such work in connection with said purposes it shall be deemed necessary by Licensor, at Licensor's sole discretion, to alter, change, adapt, conform or relocate any pipeline, property, or casing of Licensee, such alteration or change or relocation shall be commenced and completed by Licensee within one hundred eighty (180) days after being ordered in writing by Licensor pursuant to directions from Licensor's City Council without any claim for reimbursement for the cost of the relocation or damages against Licensor. The relocation or alteration shall be at the sole cost of Licensee. Provided, however, that Licensee shall at all times be entitled to receive from appropriate governmental bodies, excluding Licensor, payment for alteration or relocation of its system to which it may be lawfully entitled to under applicable federal or state laws with respect to relocation payments.

IV. Standard General Conditions

A. Insurance. Licensee shall at all times during the term of this License maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):

- Personal Injury: $1,000,000.00 per person
  $1,000,000.00 per occurrence
- Property Damage: $100,000.00 per occurrence

Business Automobile Liability:	$1,000,000.00 combined single limit-- Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$1,000,000.00 per accident or occurrence
Umbrella Liability:	$10,000,000.00 each occurrence $10,000,000.00 aggregate

The Commercial General Liability shall be on an occurrence basis. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The Workers' Compensation coverage provided by Licensee shall inure to the benefit of employees injured during the course and scope of their employment by Licensee pursuant to this License. The Workers' Compensation insurance shall waive all rights of subrogation against Licensor.

The Business Automobile Liability insurance provided by Licensee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this License. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The parties agree that, prior to the execution of the License, Licensee shall provide one or more certificates of insurance showing that the requirements of this article have been met. This decision shall be in Licensor's sole discretion.

Licensor shall be provided the notice by Licensee's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Licensor shall not be required to provide any insurance whatsoever pursuant to this License.

Licensee shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this License to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts as required by Licensee, and name the City of Midland as an additional insured. Licensee certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Licensee shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Licensee.

B. Indemnity. LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSE OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR

OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF LICENSEE, LICENSEE'S OFFICERS, AGENTS OR EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', AGENTS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE INCLUDING SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S PIPELINE(S),CASING SYSTEM, OR COMPRESSOR STATION IN LICENSOR'S RIGHT OF WAY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY AND SAVE LICENSOR HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF THE PIPELINE(S), CASING SYSTEM, OR COMPRESSOR STATION DESCRIBED HEREIN.

LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS OR EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSE OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF LICENSOR, LICENSOR'S OFFICERS, AGENTS OR EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', AGENTS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE INCLUDING SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S PIPELINE(S),CASING SYSTEM, OR COMPRESSOR STATION IN LICENSOR'S RIGHT OF WAY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

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OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, AND ALL COSTS AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF FAILURE OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER TO COMPLY WITH ALL APPLICABLE LOCAL, FEDERAL AND/OR STATE ENVIRONMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) AND THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) (AS THEY MAY BE REAUTHORIZED AND/OR AMENDED) AND ALL OTHER LOCAL, FEDERAL AND STATE LAWS, IN CONNECTION WITH OR RELATED TO ANY OF LICENSEE'S OPERATIONS OR ACTIVITIES ON THE PROPERTY, OR ANY OF LICENSEE'S HANDLING, STORING, RELEASING, TRANSPORTING OR DISPOSING OF ALL SUBSTANCES, INCLUDING, BUT NOT LIMITED TO HAZARDOUS SUBSTANCES AND HAZARDOUS WASTES, ON OR FROM THE PROPERTY OR ANY OTHER LANDS OF LICENSOR.

C. Assignment. The rights granted by this License inure to the benefit of Licensee. The rights and privileges shall not be assignable by Licensee without the express written consent of Licensor's City Manager. Any required consent is to be evidenced by a letter written by Licensor's City Manager that fully recites the terms and conditions, if any, upon which consent is given. The granting of consent is in the sole discretion of Licensor's City Manager.

D. Independent Contractor. It is expressly understood and agreed that Licensee shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of Licensor; that Licensee shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Licensor and Licensee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Licensor and Licensee. No person performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of Licensor. Further, it is specifically understood and agreed that nothing in this License is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Licensee shall be an independent contractor under this License and shall assume all of the rights, obligations and liabilities applicable to it as such independent contractor hereunder. Licensor does not have the power to direct the order in which the work is done. Licensor shall not have the right to control the means, methods or details of Licensee's work. Licensee shall assume exclusive responsibility for the work. Licensee is entirely free to do the work in its own way.

E. Waiver of Attorney Fees. BY EXECUTING THIS LICENSE, LICENSEE AGREES TO WAIVE, AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE, ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST LICENSOR REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE LICENSE, THE CONSTRUCTION, OR

INTERPRETATION, VALIDITY OR BREACH OF THE LICENSE. LICENSEE SPECIFICALLY AGREES THAT IF LICENSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS LICENSE, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, LICENSEE AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH LICENSEE MIGHT OTHERWISE BE ENTITLED.

LICENSEE AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING, KNOWN RIGHT. LICENSEE ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS LICENSE. LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN LICENSOR AND LICENSEE. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS LICENSE WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

F. Governing Law & Venue. All performance and payment made pursuant to this License shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this License or the performance of this License shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this License shall be deemed to have been performed in Midland County, Texas. This License shall be construed, interpreted and enforced under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all other claims or disputes, arising from or relating in any way to the subject matter of this License, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

G. Release. NOTWITHSTANDING ANY OTHER PROVISIONS, LICENSEE HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES LICENSOR, LICENSOR'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH LICENSEE HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR LICENSOR'S NEGLIGENCE.

H. Governmental Immunity. By executing this License, Licensor is not waiving its right of governmental immunity. Licensor is retaining its immunity from suit. Licensor is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY**.

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

LICENSEE:
TARGA PIPELINE MID-CONTINENT WESTTEX LLC

By: _____
Printed Name: Norman L. Winter
Title: VP of Land and Right of Way

THE STATE OF Texas §
§
COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this 6th day of April, 2021 personally appeared Norman L. Winter an officer of Targa Pipeline Mid-Continent WestTex LLC known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

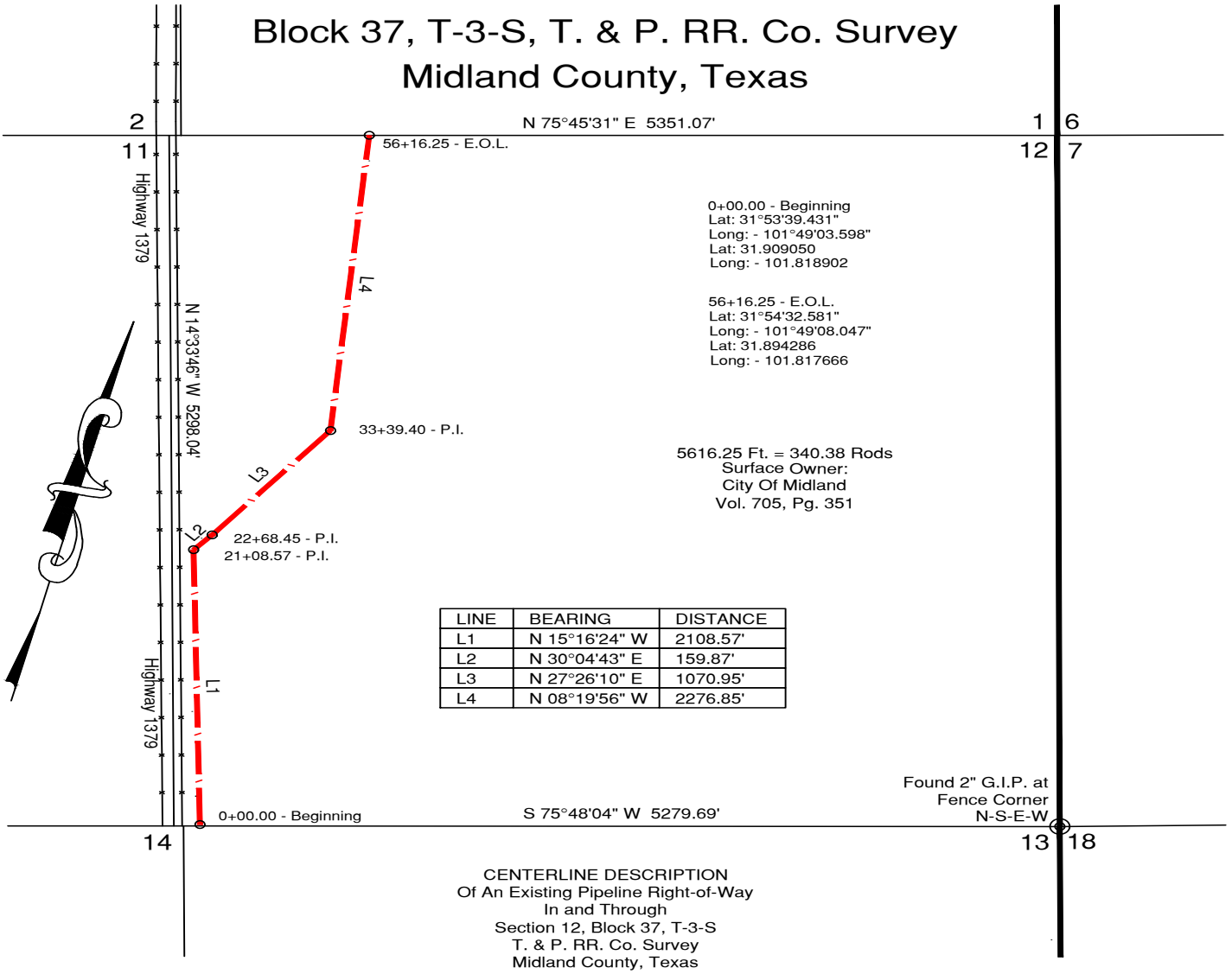
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 6th day of April, 2021.

_____
Notary Public, State of Texas

KIMBERLY NICHOLE NIETO
Notary Public, State of Texas
Comm. Expires 03-05-2022
Notary ID 131475624

Reference No. 21-329-009

Block 37, T-3-S, T. & P. RR. Co. Survey
Midland County, Texas



LINE	BEARING	DISTANCE
L1	N 15°16'24" W	2108.57'
L2	N 30°04'43" E	159.87'
L3	N 27°26'10" E	1070.95'
L4	N 08°19'56" W	2276.85'

CENTERLINE DESCRIPTION
Of An Existing Pipeline Right-of-Way
In and Through
Section 12, Block 37, T-3-S
T. & P. RR. Co. Survey
Midland County, Texas

Beginning at pipeline station 0+00.00 for the beginning of this existing pipeline right-of-way from which a 2" galvanized iron pipe at fence corner N-S-E-W for the Southeast corner of Section 12, Block 37 bears N 75°55'15" E, 5181.67 feet.
Thence N 15°16'24" W, a distance of 2108.57 feet to pipeline station 21+08.57 being a P.I.;
Thence N 30°04'43" E, a distance of 159.87 feet to pipeline station 22+68.45 being a P.I.;
Thence N 27°26'10" E, a distance of 1070.95 feet to pipeline station 33+39.40 being a P.I.;
Thence N 08°19'56" W, a distance of 2276.85 feet to pipeline station 56+16.25 being the E.O.L. (End of Line) of this existing pipeline right-of-way from which a 2" galvanized iron pipe at fence corner N-S-E-W for the Southeast corner of Section 12, Block 37 bears S 52°22'09" E, 6740.01 feet.

GRAPHIC SCALE
1000 0 500 1000 2000
1" = 1000' *U.S. FEET*

Note: Survey Reconstruction filed in the Office of Pennell & Marlowe Land Surveyors, Inc.
Latitudes and Longitudes shown are on NAD'83 Datum.
Note: Bearings and distances are based on The Texas Coordinate System of 1927, Central Zone.
A combined grid factor of 0.9998654 must be divided into all distances to obtain surface distances.
Note: Example: (S-99999) indicates General Land Office file number.
Note: Surface ownership provided by Targa Pipeline Mid-Continent Westtex LLC.

USGS Quadrangle Sheet: Spraberry, Tex.

PENNELL & MARLOWE
RESIDENTIAL, OILFIELD & LAND SURVEYORS, INC.
ALL TYPES OF SURVEYS

Stephen P. Marlowe
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5715

STATE OF TEXAS
REGISTERED
STEPHEN P. MARLOWE
5715
PROFESSIONAL
LAND SURVEYOR

March 19, 2021
210319JR-KRM

P.O. Box 51887, Midland, Texas 79710 (432) 262-0901 Fax (432) 262-0679 Firm #100201-00

Existing Pipeline Survey Plat

TARGA PIPELINE
MID-CONTINENT WESTTEX LLC
2011-100 City of Midland Renewal
AFE NO. OPEX
Existing Pipeline Survey
In and Through
Section 12, Block 37, T-3-S
T. & P. RR. Co. Survey
Midland County, Texas

Scale: 1" = 1000'

PACKET 13.13 April 27, 2021

THE FACE OF THIS DOCUMENT HAS A MULTIPLE COLORED BACKGROUND

TARGA RESOURCES, LLC
811 LOUISIANA STREET, SUITE 2100
HOUSTON, TX 77002

JPMorgan Chase Bank, N.A.
CHICAGO, IL
2-1/710

0027952

DATE: April 7, 2021

AMOUNT: $7,807.60

PAY Seven Thousand Eight Hundred Seven & 60/100********** DOLLARS

Security Features Included
Details On Back

TO THE ORDER OF City Of Midland
P.O. Box 1152
Midland, TX 79702

SIGNATURE

JUSTIN WENGER
PRINTED NAME

⑈0027952⑈ ⑆071000013⑆ 632558805⑈

TAXPAYER ID/SSN NO. 75-6006608 0027952

IN FULL FOR Consideration for a pipeline easement and all damages associated with said easement located in Section 12, Block 37, T-3-S, T&P RR Co. Survey, Midland County, Texas.

340.38 Rods at $6,807.60

$1,000.00 Application fee

Total = $7,807.60

DEPT APPROVAL _____ DATE: _____

TARGA RESOURCES, LLC.

GL COMPANY 35041 GL ACCOUNT 150900 RC _____ LOC _____

PROJECT NO _____ TASK 1004 - Land-ROW/Easement

PROJECT NAME COM renewal 2011-100

ENTERED THE ONE NET _____ DATE April 7, 2021

City Council Meeting

Item Number: 14

Meeting Date: April 27, 2021

To: City Council / City Manager

From: John Simmons, Manager, Right-of-Way

Subject: Motion authorizing the execution of a right-of-way license between the City of Midland and WPX Energy Permian, LLC, regarding city-owned property described as Sections 3, 6, 7 and 12, Block C-24, and Section 26, Block C-23, Winkler and Loving Counties, Texas (Utilities)

Purpose:

This Right of Way will allow WPX Energy Permian, LLC., to have access to existing oilfield roads. This road will provide additional access to the company's existing facilities on and off City property. Gates with locks will be installed at points of city property access.

This Right-of-Way License is a single five (5) year period with the option for a single five (5) year renewal. Terms are consistent with the City's standard license for facilities of this nature.

Recommended City Council Action:

Approve

Fiscal Impact:

Application fee paid (one time): $1,000

Annual Lease Rate (782.78 rods x $10/rod): $7,827.80

Surface Damages: existing oilfield roads

Total Collected: $8,827.80

Discussion:

The requested road and right of way use is away from all City water wells and associated facilities. Fees will be collected annually for ongoing maintenance and repair as needed.

Certificates of Insurance (COI) with City of Midland named as additional insured and a waiver of subrogation in favor of the City of Midland has been collected and on file.

City Secretary to record completed License Agreement

Robert Patrick

City Manager's Office

RIGHT OF WAY LICENSE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND §

Date: April 27, 2021

Licensor: CITY OF MIDLAND, TEXAS, a home-rule municipal corporation

Licensor's Representative: Robert Patrick, Interim City Manager

Licensor's Mailing Address: P.O. Box 1152
Midland, Texas 79702

Licensee: WPX Energy Permian, LLC

Licensee's Representative: **David M. Korell**

Licensee's Mailing Address: 3500 One Williams Center
Tulsa, Oklahoma 74172

Property: See **Exhibit A** attached hereto and incorporated herein for all purposes.

Licensee desires use of property owned by Licensor in Winkler and Loving Counties, Texas (the "Property"), for purposes set forth below. Licensee acknowledges and agrees that it must obtain a license (the "License") in order to use the public lands of Licensor.

W I T N E S S E T H:

For and in consideration of the execution of this License and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

I. Term

A. Initial Term. This License shall be for a term of five (5) years (the "Initial Term"), commencing with the date of this License (the "Commencement Date") unless terminated earlier as provided hereafter.

B. Renewal Term. This License shall automatically renew at the end of the Initial Term for one (1) additional term of five (5) years, upon the written request of Licensee received by Licensor on or before one hundred twenty (120) days prior to the expiration of the Initial Term then in effect, subject to the express written consent of the governing body of Licensor.

C. Termination. Licensor may terminate this License if Licensee fails to pay, when due, any amount owing under this License and that failure continues for sixty (60) days or, if Licensee

commits any material breach or material default in performance of any obligation, prohibition, restriction, provision or covenant contained in this License, and the breach or default continues for a period of thirty (30) days after Licensor delivers notice to Licensee reasonably detailing the breach or default.

Additionally, Licensor may terminate this License at will for any or no reason upon giving at least three hundred sixty-five (365) days' written notice to Licensee. The parties to this License understand and agree that it is in Licensor's sole discretion to cancel the License during the term of the License without penalty to Licensor. Licensee has no expectation and has received no guarantees that this License will not be terminated before the end of the License term. The parties have bargained for the flexibility of terminating this License upon tender of the requisite notice at any time during the term of the License. All work and services under the License shall be suspended upon termination of the License becoming effective.

II. Financial Consideration

A. License Fee. The first year's license fee in the amount of SEVEN THOUSAND EIGHT HUNDRED TWENTY-SEVEN and 80/100 Dollars ($7,827.80) shall be due and payable on or prior to the Commencement Date of this License ("License Fee"). Licensee's failure to make the License Fee payment within thirty (30) days after the License Fee is due shall constitute a late payment and Licensee shall pay Licensor a late charge of five percent (5%).

B. Surface Damage Fee. Intentionally omitted.

C. Annual Fee. Licensee shall pay to Licensor an annual fee in the amount of SEVEN THOUSAND EIGHT HUNDRED TWENTY-SEVEN and 80/100 Dollars ($7,827.80), which shall be payable each year on or before the anniversary of the Commencement Date of this License.

D. Application Fee. At the same time the first year License Fee is due, Licensee shall pay a non-refundable one-time fee of ONE THOUSAND and No/100 Dollars ($1,000.00) to Licensor's Representative. Said fee shall revert to Licensor and Licensee shall have no claim to said fee. The fee shall be used to process the application for the License.

E. Fee Adjustment. Prior to commencement of any renewal term, Licensor and Licensee shall negotiate in good faith to agree to an adjustment of the Annual Fee. If Licensor and Licensee are unable to reach an agreement regarding an adjustment to the Annual Fee, then the Annual Fee shall be determined by Licensor in its sole discretion, provided the new Annual Fee shall not exceed twenty-five percent (25%) of the Annual Fee paid for the last year of the Initial Term.

F. Delivery of Payment. The License Fee payment shall be made to Licensor at the office of Licensor's Representative, Attn: Right of Way Manager, P.O. Box 1152, Midland, Texas, 79702. The License Fee payment shall be exclusive of and in addition to all general municipal taxes of whatever nature, including but not limited to ad valorem taxes and special taxes and assessments for public improvements.

III. Use

A. Permitted Use. Licensor does hereby grant unto Licensee, the right to enter upon the Property,

as shown on **Exhibit A** attached hereto and incorporated herein for the purpose of access and use of existing roads owned by Licensor.

B. **Road Repair.** Licensee covenants and agrees that it will repair any of Licensor's roads that Licensee damages on Licensor's property so that such roads will comply with Licensor's Standard Specifications.

C. Utility Repair. Licensee covenants and agrees that Licensee shall, at its own expense, repair all water lines, sewer lines, service lines and water meters owned by Licensor that Licensee, its employees, its agents or assigns, damage so that such water lines, sewer lines and water meters shall comply with the requirements of Licensor's Standard Specifications.

D. Depth. Intentionally omitted.

E. Approval of Bids. Before Licensee seeks bids on any phase of the repair of public streets, alleys, water lines, sewer lines or any other public utilities, the specifications shall be approved by Licensor's Representative.

F. Reservation of Rights. Licensor expressly reserves the right to install, repair, or reconstruct streets or roads and all ancillary public uses usual and customary in connection with streets and roads, expressly including but not limited to drainage facilities and related structures in the rights of way used and occupied by Licensee.

Licensor reserves the right to lay and permit to be laid, sewer, gas, water, and other pipelines or cables and conduits, and to do and permit to be done, any underground or overhead installation or improvement that may be deemed necessary or proper by the governing body of Licensor, in, on, across, along, over, under, and through any property occupied by Licensee. In permitting such work to be done, Licensor shall not be liable to Licensee for any interference so caused to Licensee's use or access of Licensor's roads.

G. Non-exclusive. Licensor expressly reserves the full right to grant other easements or rights of way crossing or running parallel with the rights of way used by Licensee.

H. Abandonment. It is especially provided, however, that as an express condition of this License, and not as a mere covenant, in the event Licensee abandons the use or access contemplated by this License, or the Property ceases to be used for the purposes enumerated herein for any period of twelve (12) consecutive months, or longer, other than the time elapsing between the date hereof and construction, and upon giving Licensee one hundred and twenty (120) days' written notice, then and in that event, this License shall automatically revert to Licensor, its successors or assigns, free and clear of any right, title, or interest in Licensee, or any re-entry by Licensor.

I. Approval of Specifications. In the event Licensee desires to reconstruct, repair, maintain, replace or remove any part of the road built hereunder, Licensee shall submit the plans and specifications that pertain to the rebuilding or repairs of Licensor's streets and roads and the rebuilding or repairs of any of Licensor's public utilities to Licensor's Representative for his or her approval. In the event of emergency repairs necessary to restore service, Licensee shall notify Licensor's Representative before making any repairs if during a Licensor work day. If not on a work day, Licensee shall notify Licensor's Representative on the first work day after repairs have

begun.

J. Gates and Fences. Licensee agrees to use existing gates and roadways where available, to enter, leave and cross the Property; provided that Licensee shall not use any road marked "Closed." Licensee and all persons entering or leaving the Property in connection with Licensee's operations hereunder shall keep all outside and interior gates securely closed except during operations related to this License. Licensee shall keep all outside gates, and all other gates designated by Licensor, securely locked except during operations related to this License. At any gate that is to be locked, Licensor may install its own lock in addition to Licensee's lock.

Licensee agrees that Licensee shall not cut or go over any fence at any time or in connection with any operations on the Property without first obtaining Licensor's express consent thereto in writing. All gates or openings in fences shall be at mutually agreeable location(s) between Licensee and Licensor and shall be constructed as reasonably required by Licensor. Upon the termination of this License, at Licensor's election, gates in fences shall be left in place and shall thereafter be owned by Licensor or Licensee shall remove such gates and restore the fence to its original condition as nearly as reasonably practicable. The terms, provisions and requirements of this provision shall survive the termination or expiration of this License.

K. Trash. Licensee shall keep the Property free of trash and debris at all times. Under no circumstances, will Licensee be allowed to bury any trash, debris or foreign material of any kind on or under the Property. Licensor shall have the right to expel and permanently ban from the Property any person observed disposing of trash on the Property. Upon the completion of any operations, all ribbons, flags, stakes and similar items shall by promptly removed from the Property.

L. Hunting, Fishing and Alcohol Prohibited. No agent, employee, representative, contractor or subcontractor of Licensee or any other person allowed to enter the Property by Licensee shall be permitted to hunt, fish, trap, camp, picnic, ride motorcycles or four-wheelers or otherwise conduct any social gathering on the Property, nor shall any such persons be permitted to bring firearms, archery equipment, dogs, alcoholic beverages or illegal drugs on the Property at any time. Violations of this provision shall cause the violator to be regarded as a trespasser and subject to prosecution under trespass laws of the State of Texas. Licensor shall have the right to expel and permanently ban from the Property any person observed on the Property in violation of this provision.

M. Storage of Machinery and Equipment. Licensee shall use no part of the Property to store machinery, equipment, or other property of Licensee while it is not being used.

N. Additional Reservations. Licensor reserves the right to use the surface, subsurface or airspace above the land covered by this License for any purpose allowed by law and deemed necessary by Licensor and to do and permit to be done, any work in connection therewith which may be deemed necessary or proper by Licensor in, on, across, along, over, under, and through said right of way used and accessed by Licensee.

IV. Standard General Conditions

A. Insurance. Licensee shall at all times during the term of this License maintain and keep in full

force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):	
■ Personal Injury:	$1,000,000.00 per person $1,000,000.00 per occurrence
■ Property Damage:	$100,000.00 per occurrence
Business Automobile Liability:	$1,000,000.00 combined single limit-- Personal Injury and Property Damage
Workers' Compensation:	Statutory limits
Employers' Liability:	$1,000,000.00 per accident or occurrence
Umbrella Liability:	$10,000,000.00 each occurrence $10,000,000.00 aggregate

The Commercial General Liability shall be on an occurrence basis. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The Workers' Compensation coverage provided by Licensee shall inure to the benefit of employees injured during the course and scope of their employment by Licensee pursuant to this License. The Workers' Compensation insurance shall waive all rights of subrogation against Licensor.

The Business Automobile Liability insurance provided by Licensee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of $1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this License. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The parties agree that, prior to the execution of the License, Licensee shall provide one or more certificates of insurance showing that the requirements of this article have been met. This decision shall be in Licensor's sole discretion.

Licensor shall be provided the notice by Licensee's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Licensor shall not be required to provide any insurance whatsoever pursuant to this License.

Licensee shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this License to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts as required by Licensee, and name the City of Midland as an additional insured. Licensee certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Licensee shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole

responsibility of Licensee.

B. Indemnity. LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSE OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF LICENSEE, LICENSEE'S OFFICERS, AGENTS OR EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', AGENTS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE INCLUDING SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE USE AND ACCESS OF ANY PART OF LICENSOR'S ROADS IN LICENSOR'S RIGHT OF WAY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS OR EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSE OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF LICENSOR, LICENSOR'S OFFICERS, AGENTS OR EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', AGENTS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE INCLUDING SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE USE OR ACCESS OF ANY PART OF LICENSOR'S ROADS. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, AND ALL COSTS AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF FAILURE OF

LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER TO COMPLY WITH ALL APPLICABLE LOCAL, FEDERAL AND/OR STATE ENVIRONMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) AND THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) (AS THEY MAY BE REAUTHORIZED AND/OR AMENDED) AND ALL OTHER LOCAL, FEDERAL AND STATE LAWS, IN CONNECTION WITH OR RELATED TO ANY OF LICENSEE'S OPERATIONS OR ACTIVITIES ON THE PROPERTY, OR ANY OF LICENSEE'S HANDLING, STORING, RELEASING, TRANSPORTING OR DISPOSING OF ALL SUBSTANCES, INCLUDING, BUT NOT LIMITED TO HAZARDOUS SUBSTANCES AND HAZARDOUS WASTES, ON OR FROM THE PROPERTY OR ANY OTHER LANDS OF LICENSOR.

C. Assignment. The rights granted by this License inure to the benefit of Licensee. The rights and privileges shall not be assignable by Licensee without the express written consent of Licensor's City Manager. Any required consent is to be evidenced by a letter written by Licensor's City Manager that fully recites the terms and conditions, if any, upon which consent is given. The granting of consent is in the sole discretion of Licensor's City Manager.

D. Independent Contractor. It is expressly understood and agreed that Licensee shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of Licensor; that Licensee shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Licensor and Licensee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Licensor and Licensee. No person performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of Licensor. Further, it is specifically understood and agreed that nothing in this License is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Licensee shall be an independent contractor under this License and shall assume all of the rights, obligations and liabilities applicable to it as such independent contractor hereunder. Licensor does not have the power to direct the order in which the work is done. Licensor shall not have the right to control the means, methods or details of Licensee's work. Licensee shall assume exclusive responsibility for the work. Licensee is entirely free to do the work in its own way.

E. Waiver of Attorney Fees. BY EXECUTING THIS LICENSE, LICENSEE AGREES TO WAIVE, AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE, ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST LICENSOR REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE LICENSE, THE CONSTRUCTION, OR INTERPRETATION, VALIDITY OR BREACH OF THE LICENSE. LICENSEE SPECIFICALLY AGREES THAT IF LICENSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS LICENSE, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE,

INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, LICENSEE AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH LICENSEE MIGHT OTHERWISE BE ENTITLED.

LICENSEE AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING, KNOWN RIGHT. LICENSEE ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS LICENSE. LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN LICENSOR AND LICENSEE. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS LICENSE WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

F. Governing Law & Venue. All performance and payment made pursuant to this License shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this License or the performance of this License shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this License shall be deemed to have been performed in Midland County, Texas. This License shall be construed, interpreted and enforced under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all other claims or disputes, arising from or relating in any way to the subject matter of this License, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

G. Release. NOTWITHSTANDING ANY OTHER PROVISIONS, LICENSEE HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES LICENSOR, LICENSOR'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH LICENSEE HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR LICENSOR'S NEGLIGENCE.

H. Governmental Immunity. By executing this License, Licensor is not waiving its right of governmental immunity. Licensor is retaining its immunity from suit. Licensor is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY**.

I. Third Party Beneficiary. Licensor's approval of this License does not create a third party beneficiary. There is no third party beneficiary to this License. No person or entity who is not a party to this License shall have any third party beneficiary or other rights hereunder.

J. Notices. Any notice or communication required in the administration of this License shall be sent by certified mail, return receipt requested, to the parties' respective mailing addresses as set forth hereinabove.

K. Notice of Alleged Breach; Statutory Prerequisite. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this License, Licensee or its legal representative, shall give the City Manager, or any other reasonable official of Licensor, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this License) of such damages, duly verified, within one hundred eighty (180) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Licensee will settle, the physical and mailing addresses of Licensee at the time and date the claim was presented and the physical and mailing addresses of Licensee for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Licensee relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except Licensor from any liability whatsoever. Licensor is under no obligation to provide notice to Licensee that Licensee's notice is insufficient. Licensor reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Licensee's failure to comply with the requirements herein shall perpetually bar Licensee's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if Licensor has actual or constructive notice or knowledge of said claim or alleged damages. Licensee agrees that the requirements of this entire License are reasonable.

L. Consideration. The terms of this License are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

M. Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE. The parties agree that this License does not constitute a License or Contract for providing goods and/or services to Licensor as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and Licensor does not waive, to the maximum extent allowed by law, any constitutional, statutory or common law right to sovereign immunity or governmental immunity from liability or suit. Licensor expressly does not consent to be sued or be liable. To the greatest extent allowed by law, nothing in this License constitutes a waiver of Licensor's governmental immunity and the parties expressly agree that this License shall not constitute, nor be interpreted as a waiver of Licensor's governmental immunity under Subchapter I of Chapter 271 of the Texas Local Government Code, nor shall it constitute nor be interpreted as a waiver of Licensor's governmental immunity for the benefit of any third party lacking privity to the License.

This License does not obligate Licensee to use the Property to construct, repair, operate, replace, and maintain Licensor's facilities or structures described herein, it merely prohibits Licensee from using the Property for any other purpose. This License restricts the use of the Property to a specific

purpose, but does not require the use of the Property for a specific purpose. This License does not require Licensee to construct, operate, repair, maintain, replace or remove any of Licensee's facilities or structures described herein. Licensee is not providing a service to Licensor but is providing a service to Licensee's customers. Licensee is paying Licensor for a temporary interest in real property not for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Licensee's use of the Property in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive Licensor's governmental immunity.

N. Compliance. Licensee agrees that it shall comply with Texas Government Code Section 2252.908, as amended, to the extent that this statute applies to this License. Licensee agrees that it shall comply with Texas Local Government Code Section 176.006, as amended, to the extent that this statute applies to this License.

O. Texas Historical Commission Survey. Licensee agrees that it shall comply with Chapter 191 of the Texas Natural Resources Code. By executing this License, Licensee represents that it has contacted the Texas Historical Commission (the "Commission") for the purpose of determining whether the Commission will request that an archaeological survey be completed before Licensee commences operations on the Property, as contemplated herein. Licensee agrees that it shall complete or cause to be completed an archaeological survey before commencing any operations on the Property if the Commission so requests and deliver the same to Licensor. Notwithstanding any provision contained herein, in the event that any site, object, artifact, or other feature of archaeological, scientific, educational, cultural, or historical interest is encountered during the operations authorized by this License, Licensee will immediately notify Licensor and the Commission so that adequate measures may be undertaken to protect or recover such discoveries or findings, as deemed appropriate by Licensor or the Commission.

LICENSOR:
CITY OF MIDLAND, TEXAS

By:_____
Robert Patrick, Interim City Manager

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

LICENSEE:
WPX ENERGY PERMIAN, LLC

By:_____
Printed Name: David M. Korell
Title: Attorney-in-Fact

THE STATE OF _____ §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this ___ day of _____, 2021 personally appeared David M. Korell an officer of WPX Energy Permian, LLC known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2021.

_____
Notary Public, State of _____

Reference No. 21-495-008

1000 Ledgelawn Dr
Conway, Arkansas 72034
Crafton Tull
surveying
501.328.3316 t 501.328.3325 f
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EXISTING ACCESS
LOCATION OVERVIEW



REVISION		"COM SECTION 26-3-7-6 EXISTING ACCESS"		
----	----	SECTIONS 3, 6, 7, BLOCK C24 & SECTION 26, BLOCK C23 EXISTING ACCESS WINKLER & LOVING COUNTIES, TEXAS		WPXENERGY
	PACKET	14.14		April 27, 2021
		SCALE: 1" = 10000'	CHECKED BY: L.DOW	APPROVED BY: A. LILEY
		PLOT DATE: 01-14-2021	DRAWN BY: HFD	SHEET NO.: 1 OF 6

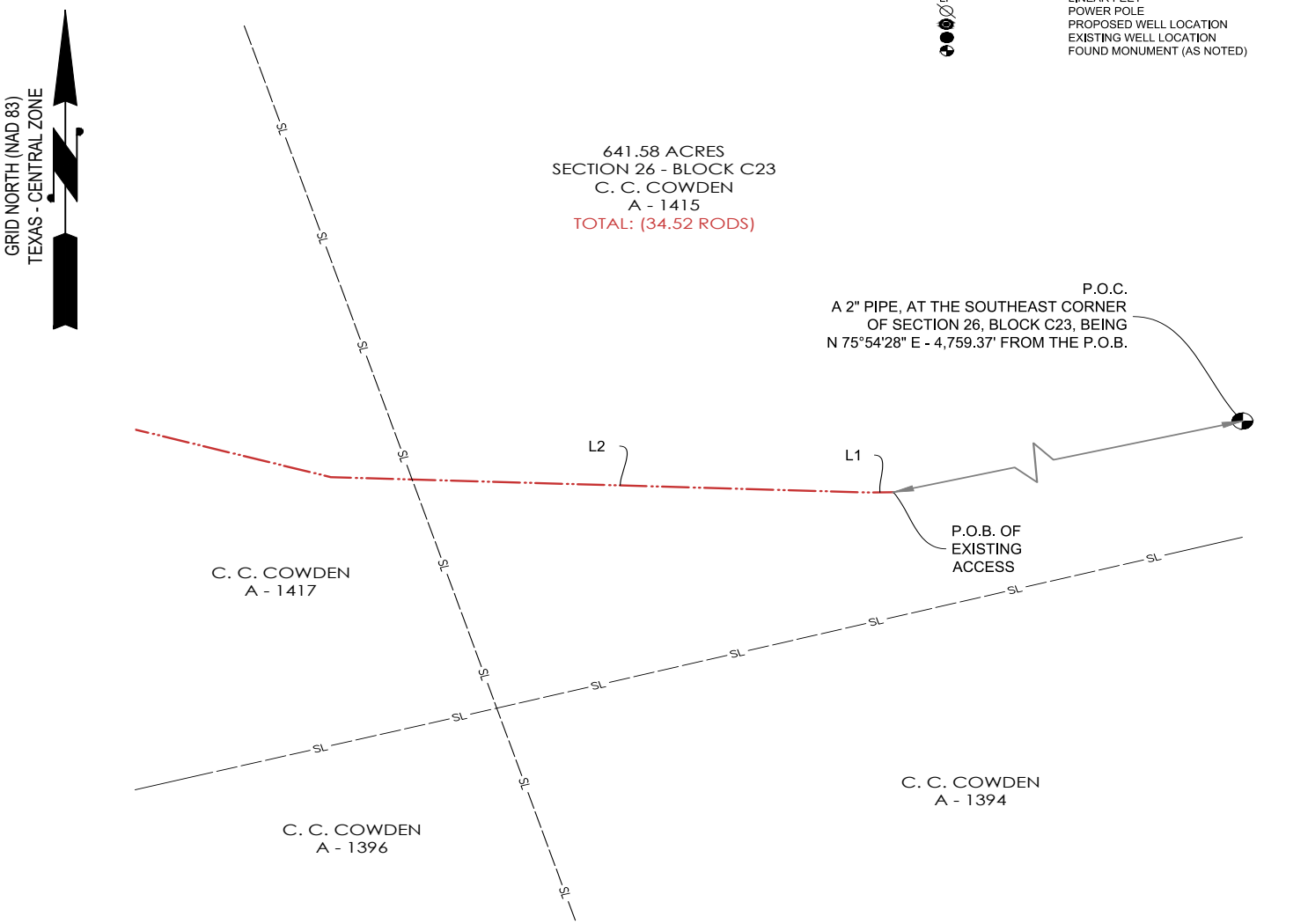
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EXHIBIT "A", PAGE 2 OF 6

LEGEND

SL	SECTION LINE
	EXISTING PIPELINE ROUTE
OHE	OVERHEAD ELECTRIC
	FENCE
	EDGE OF EXISTING ROAD
	CL OF PROPOSED ACCESS EASEMENT
	EDGE OF PROPOSED ACCESS EASEMENT
	PROPOSED PIPELINE
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
P.O.T.	POINT OF TERMINATION
LF	LINEAR FEET
	POWER POLE
	PROPOSED WELL LOCATION
	EXISTING WELL LOCATION
	FOUND MONUMENT (AS NOTED)



LINE #	BEARING	DISTANCE
L1	S 89°23'37" W	31.30'
L2	N 87°55'27" W	538.36'

GRAPHIC SCALE IN FEET

200' 100' 0 200'

GENERAL NOTES
1. THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON REASONABLE VISUAL OBSERVATION. LOCATIONS OF UNDERGROUND UTILITIES/ STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREIN. ADDITIONAL BURIED UTILITIES/ STRUCTURES MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/ STRUCTURES. BEFORE EXCAVATIONS ARE BEGUN, THE OFFICES OF THE VARIOUS UTILITIES SERVICING THIS AREA SHOULD BE CONTACTED FOR THEIR UTILITY LOCATION.
2. BASIS OF BEARINGS : TEXAS STATE PLANE GRID, CENTRAL ZONE, NAD83 AS DETERMINED BY GPS OBSERVATION.
3. VERTICAL DATUM IS NAVD 88
4. AREAS, DISTANCES, AND COORDINATES ARE "GRID" BASED ON U.S. SURVEY FEET.
5. THIS PLAT DOES NOT REPRESENT A BOUNDARY SURVEY.
6. ALL LEASE AND TRACT INFORMATION SHOWN HERE ON IS DONE SO BY LIMITED DEED RECORD INFORMATION ONLY. ALL ACREAGE SHOWN ARE BY DEED AND LEASE CALL EXCEPT WHERE NOTED.

CONTACT INFORMATION:
Shannon D. Ozment
Crafton Tull (10193715)
1000 Ledgelawn Dr.
Conway, AR 72034

STATE OF TEXAS
REGISTERED
SHANNON D. OZMENT
6542
PROFESSIONAL
LAND SURVEYOR

1/14/2021

THIS SKETCH ACCOMPANIES A LEGAL DESCRIPTION PREPARED FOR THIS TRACT OF LAND.

REVISION		"COM SECTION 26-3-7-6 EXISTING ROAD"	
----	----	EXISTING ACCESS SECTION 26, BLOCK C23 WINKLER COUNTY, TEXAS	WPXENERGY
	PACKET	14.15	April 27, 2021
	SCALE: 1" = 200'	CHECKED BY: L.DOW	APPROVED BY: A. LILEY
	PLOT DATE: 01-14-2021	DRAWN BY: HFD	SHEET NO.: 2 OF 6

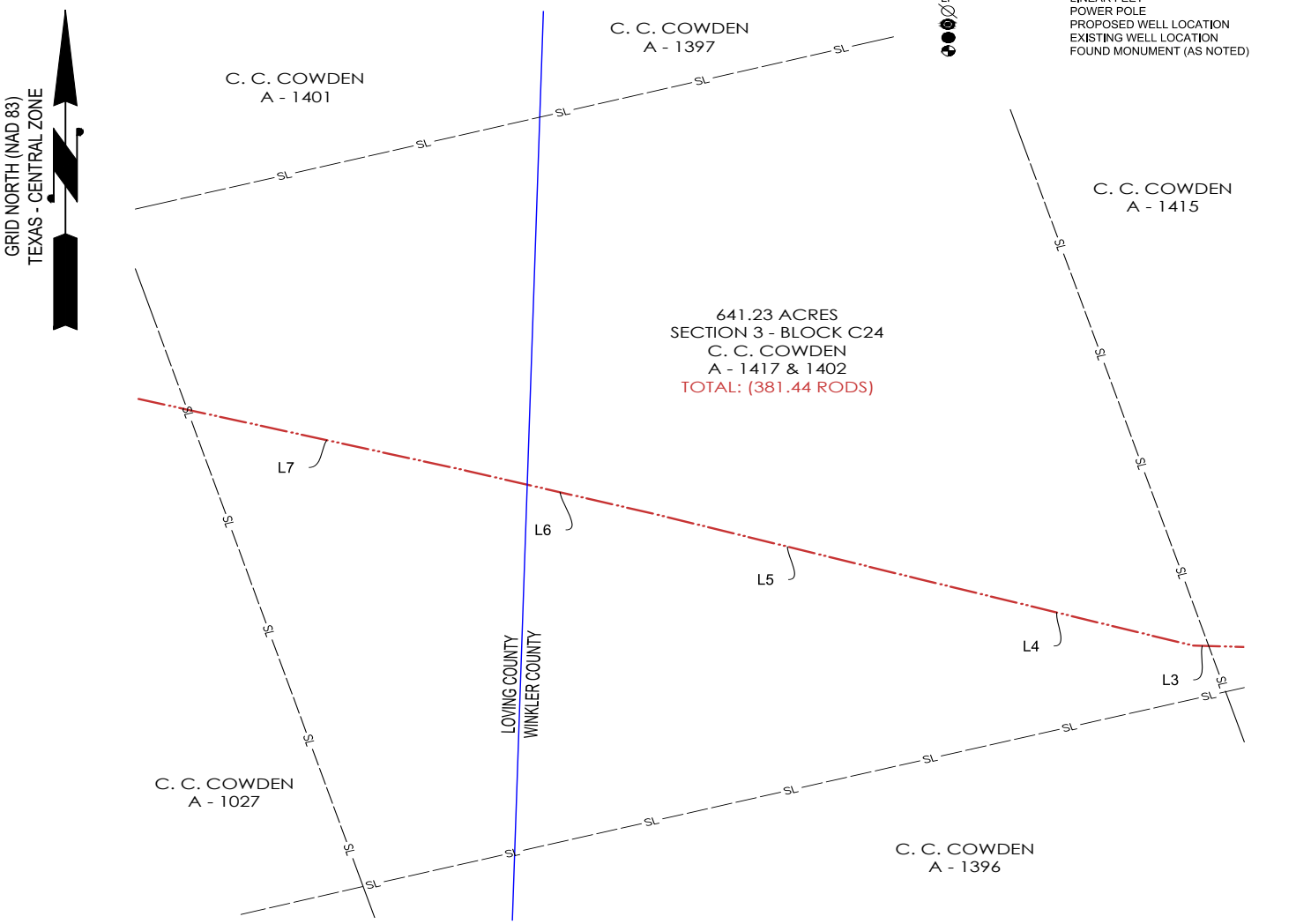
G:\809-1 FELIX ENERGY\500+ PROJECTS\8901SV0567 COM SECTION 26-3-7-6 EXISTING ROAD\COM SECTION 26-3-7-6 EXISTING ROAD.DWG 1/14/2021 1:52:00 PM HD1367

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surveying
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EXHIBIT "A", PAGE 3 OF 6

LEGEND

- SL — SECTION LINE
- EXISTING PIPELINE ROUTE
- OHE — OVERHEAD ELECTRIC
- FENCE
- EDGE OF EXISTING ROAD
- CL OF PROPOSED ACCESS EASEMENT
- EDGE OF PROPOSED ACCESS EASEMENT
- PROPOSED PIPELINE
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINATION
- LF LINEAR FEET
- POWER POLE
- PROPOSED WELL LOCATION
- EXISTING WELL LOCATION
- FOUND MONUMENT (AS NOTED)



LINE #	BEARING	DISTANCE
L3	N 87°55'27" W	96.15'
L4	N 72°47'59" W	1,679.65'
L5	N 72°38'18" W	1,652.40'
L6	N 73°40'12" W	1,156.37'
L7	N 74°27'09" W	1,709.24'

GRAPHIC SCALE IN FEET

1000' 500' 0 1000'

STATE OF TEXAS
REGISTERED
SHANNON D. OZMENT
6542
PROFESSIONAL
LAND SURVEYOR

1/14/2021

GENERAL NOTES

1. THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON REASONABLE VISUAL OBSERVATION. LOCATIONS OF UNDERGROUND UTILITIES/ STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREIN. ADDITIONAL BURIED UTILITIES/ STRUCTURES MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/ STRUCTURES. BEFORE EXCAVATIONS ARE BEGUN, THE OFFICES OF THE VARIOUS UTILITIES SERVICING THIS AREA SHOULD BE CONTACTED FOR THEIR UTILITY LOCATION.
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Crafton Tull (10193715)
1000 Ledgelawn Dr.
Conway, AR 72034

THIS SKETCH ACCOMPANIES A LEGAL DESCRIPTION PREPARED FOR THIS TRACT OF LAND.

REVISION		"COM SECTION 26-3-7-6 EXISTING ROAD"		
----	----	EXISTING ACCESS SECTION 3, BLOCK C24 WINKLER & LOVING COUNTIES, TEXAS		WPXENERGY
	PACKET	14.16		April 27, 2021
		SCALE: 1" = 1000'	CHECKED BY: L.DOW	APPROVED BY: A. LILEY
		PLOT DATE: 01-14-2021	DRAWN BY: HFD	SHEET NO.: 3 OF 6

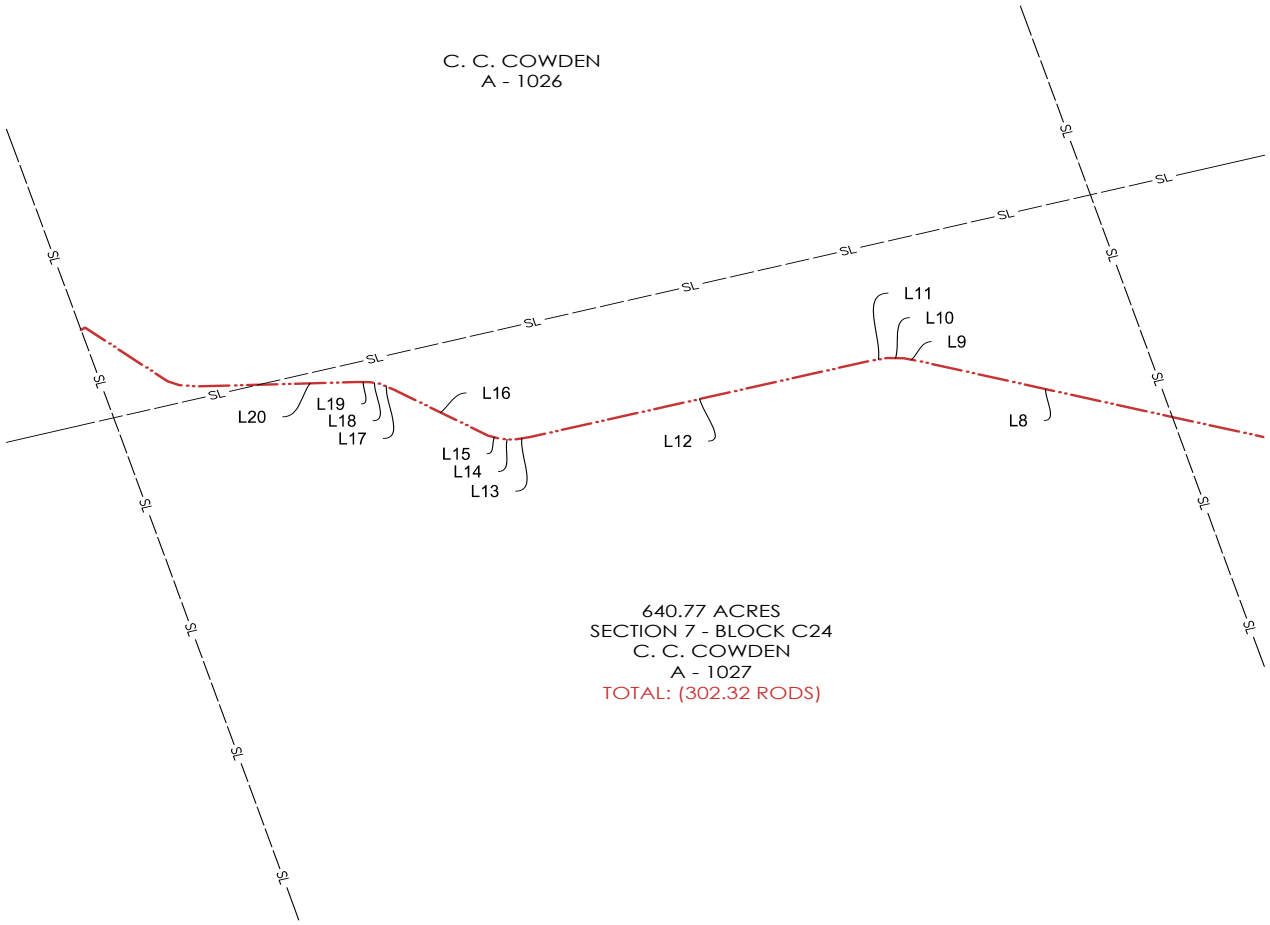
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EXHIBIT "A", PAGE 4 OF 6

LEGEND

SL	SECTION LINE
	EXISTING PIPELINE ROUTE
OHE	OVERHEAD ELECTRIC
	FENCE
	EDGE OF EXISTING ROAD
	CL OF PROPOSED ACCESS EASEMENT
	EDGE OF PROPOSED ACCESS EASEMENT
	PROPOSED PIPELINE
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
P.O.T.	POINT OF TERMINATION
LF	LINEAR FEET
	POWER POLE
	PROPOSED WELL LOCATION
	EXISTING WELL LOCATION
	FOUND MONUMENT (AS NOTED)

GRID NORTH (NAD 83)
TEXAS - CENTRAL ZONE



GRAPHIC SCALE IN FEET
1000' 500' 0 1000'

LINE #	BEARING	DISTANCE	LINE #	BEARING	DISTANCE
L8	N 74°18'17" W	1,371.23'	L16	N 58°11'39" W	580.68'
L9	N 76°34'18" W	80.27'	L17	N 62°31'20" W	80.31'
L10	N 88°34'20" W	87.33'	L18	N 77°52'23" W	53.50'
L11	S 78°00'35" W	92.63'	L19	N 89°56'03" W	65.28'
L12	S 74°05'03" W	1,840.99'	L20	S 88°01'56" W	512.23'
L13	S 78°26'23" W	86.13'			
L14	N 86°06'32" W	67.92'			
L15	N 71°07'12" W	69.77'			

GENERAL NOTES
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STATE OF TEXAS
REGISTERED
SHANNON D. OZMENT
6542
PROFESSIONAL
LAND SURVEYOR

1/14/2021

THIS SKETCH ACCOMPANIES A LEGAL DESCRIPTION PREPARED FOR THIS TRACT OF LAND.

REVISION	
----	----
	PACKET

"COM SECTION 26-3-7-6 EXISTING ROAD"

EXISTING ACCESS
SECTION 7, BLOCK C24
LOVING COUNTY, TEXAS

14.17

April 27, 2021

WPXENERGY

SCALE: 1" = 1000'
PLOT DATE: 01-14-2021
CHECKED BY: L.DOW
DRAWN BY: HFD
APPROVED BY: A. LILEY
SHEET NO.: 4 OF 6

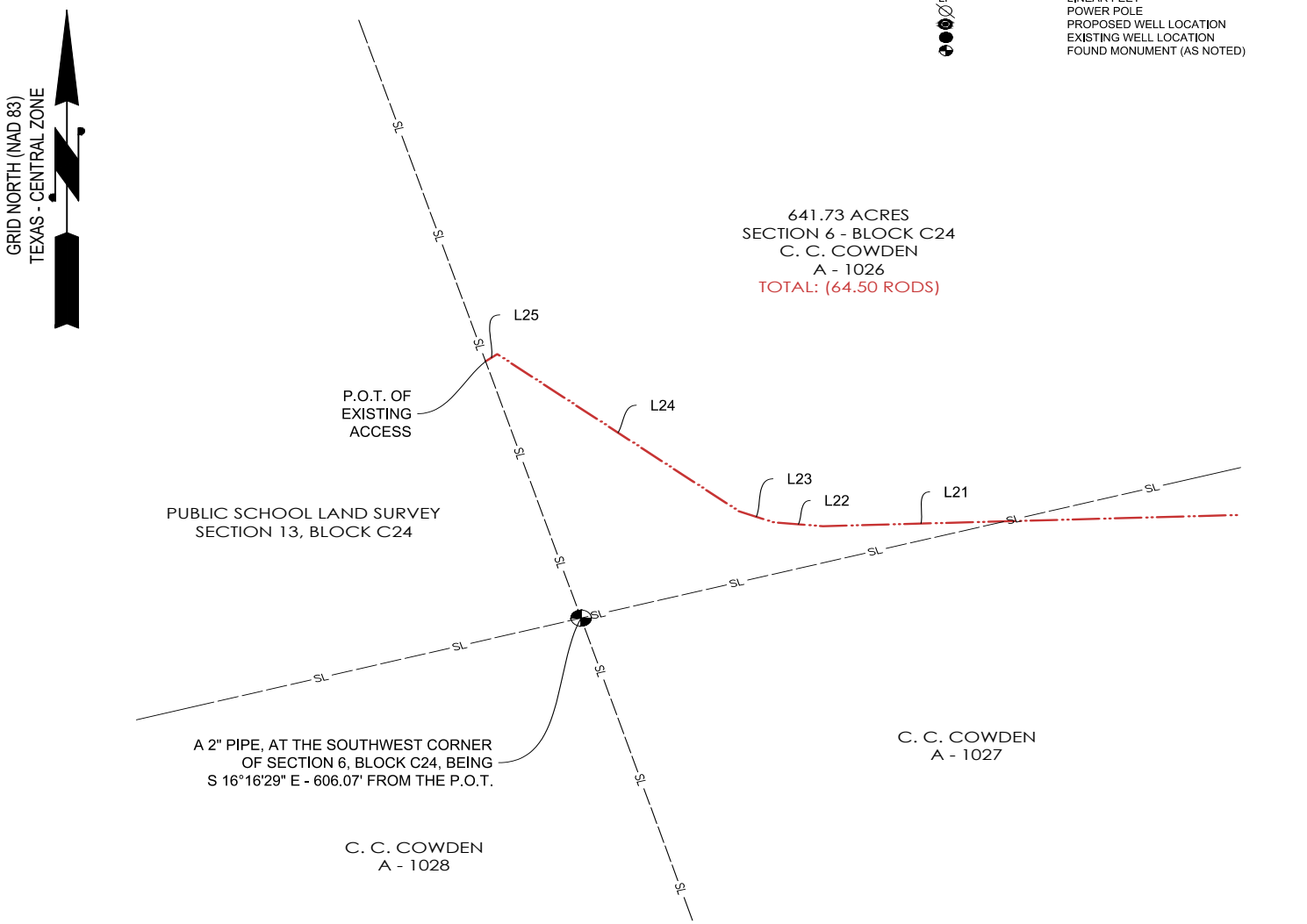
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Conway, Arkansas 72034
Crafton Tull
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EXHIBIT "A", PAGE 5 OF 6

LEGEND

SL	SECTION LINE
	EXISTING PIPELINE ROUTE
OHE	OVERHEAD ELECTRIC
	FENCE
	EDGE OF EXISTING ROAD
	CL OF PROPOSED ACCESS EASEMENT
	EDGE OF PROPOSED ACCESS EASEMENT
	PROPOSED PIPELINE
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
P.O.T.	POINT OF TERMINATION
LF	LINEAR FEET
	POWER POLE
	PROPOSED WELL LOCATION
	EXISTING WELL LOCATION
	FOUND MONUMENT (AS NOTED)



LINE #	BEARING	DISTANCE
L21	S 88°01'56" W	324.47'
L22	N 84°22'27" W	88.00'
L23	N 67°51'51" W	67.30'
L24	N 50°23'11" W	558.16'
L25	S 51°41'46" W	26.31'

GRAPHIC SCALE IN FEET

300' 150' 0 300'

GENERAL NOTES
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STATE OF TEXAS
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SHANNON D. OZMENT
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PROFESSIONAL
LAND SURVEYOR

1/14/2021

THIS SKETCH ACCOMPANIES A LEGAL DESCRIPTION PREPARED FOR THIS TRACT OF LAND.

REVISION	
----	----
	PACKET

"COM SECTION 26-3-7-6 EXISTING ROAD"

EXISTING ACCESS
SECTION 6, BLOCK C24
LOVING COUNTY, TEXAS

WPXENERGY

14.18 April 27, 2021

SCALE: 1" = 300' | CHECKED BY: L.DOW | APPROVED BY: A. LILEY
PLOT DATE: 01-14-2021 | DRAWN BY: HFD | SHEET NO.: 5 OF 6

G:\809-1 FELIX ENERGY\500+ PROJECTS\8901SV0567 COM SECTION 26-3-7-6 EXISTING ROAD\COM SECTION 26-3-7-6 EXISTING ROAD.DWG 1/14/2021 1:52:05 PM HD1367

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LEGAL DESCRIPTION

"COM SECTION 26-3-7-6 EXISTING ROAD":

A CENTERLINE DESCRIPTION OF A EXISTING ACCESS IN, OVER, ACROSS, AND THROUGH SECTION 26, BLOCK C23, SECTION 3, BLOCK C24, SECTION 7, BLOCK C24, AND SECTION 6, BLOCK C24, WINKLER AND LOVING COUNTIES, TEXAS, C. C. COWDEN, ORIGINAL GRANTEE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 2 INCH PIPE, AT THE SOUTHEAST CORNER OF SECTION 26, BLOCK C23, WINKLER COUNTY, TEXAS; THENCE S 75°54'28" W A DISTANCE OF 4,759.37 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED CENTERLINE;

THENCE S 89°23'37" W A DISTANCE OF 31.30 FEET TO A POINT;
THENCE N 87°55'27" W A DISTANCE OF 538.36 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 26, BLOCK C23, AND THE EAST LINE OF SAID SECTION 3, BLOCK C24;
THENCE N 87°55'27" W A DISTANCE OF 96.15 FEET TO A POINT;
THENCE N 72°47'59" W A DISTANCE OF 1,679.65 FEET TO A POINT;
THENCE N 72°38'18" W A DISTANCE OF 1,652.40 FEET TO A POINT;
THENCE N 73°40'12" W A DISTANCE OF 1,156.37 FEET TO A POINT;
THENCE N 74°27'09" W A DISTANCE OF 1,709.24 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 3, BLOCK C24, AND THE EAST LINE OF SAID SECTION 7, BLOCK C24;
THENCE N 74°18'17" W A DISTANCE OF 1,371.23 FEET TO A POINT;
THENCE N 76°34'18" W A DISTANCE OF 80.27 FEET TO A POINT;
THENCE N 88°34'20" W A DISTANCE OF 87.33 FEET TO A POINT;
THENCE S 78°00'35" W A DISTANCE OF 92.63 FEET TO A POINT;
THENCE S 74°05'03" W A DISTANCE OF 1,840.99 FEET TO A POINT;
THENCE S 78°26'23" W A DISTANCE OF 86.13 FEET TO A POINT;
THENCE N 86°06'32" W A DISTANCE OF 67.92 FEET TO A POINT;
THENCE N 71°07'12" W A DISTANCE OF 69.77 FEET TO A POINT;
THENCE N 58°11'39" W A DISTANCE OF 580.68 FEET TO A POINT;
THENCE N 62°31'20" W A DISTANCE OF 80.31 FEET TO A POINT;
THENCE N 77°52'23" W A DISTANCE OF 53.50 FEET TO A POINT;
THENCE N 89°56'03" W A DISTANCE OF 65.28 FEET TO A POINT;
THENCE S 88°01'56" W A DISTANCE OF 512.23 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 7, BLOCK C24, AND THE SOUTH LINE OF SAID SECTION 6, BLOCK C24;
THENCE S 88°01'56" W A DISTANCE OF 324.47 FEET TO A POINT;
THENCE N 84°22'27" W A DISTANCE OF 88.00 FEET TO A POINT;
THENCE N 67°51'51" W A DISTANCE OF 67.30 FEET TO A POINT;
THENCE N 50°23'11" W A DISTANCE OF 558.16 FEET TO A POINT;
THENCE S 51°41'46" W A DISTANCE OF 26.16 FEET TO THE POINT OF TERMINATION, SAID POINT BEING N 16°16'29" W A DISTANCE OF 606.07 FEET FROM A 2 INCH PIPE, AT THE SOUTHWEST CORNER OF SECTION 6, BLOCK C24, LOVING COUNTY, TEXAS.

THE ABOVE DESCRIBED CENTERLINE HAS A TOTAL LENGTH OF 782.78 RODS, MORE OR LESS.

BASIS OF BEARINGS: TEXAS STATE PLANE GRID, CENTRAL ZONE, NAD83 AS DETERMINED BY GPS OBSERVATION.

ALL DISTANCES ARE GRID DISTANCES BASED ON U.S. SURVEY FEET
THIS LEGAL DESCRIPTION ACCOMPANIES A SKETCH PREPARED FOR THIS TRACT OF LAND.

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Conway, AR 72034

STATE OF TEXAS
REGISTERED
SHANNON D. OZMENT
6542
PROFESSIONAL
LAND SURVEYOR

1/14/2021

REVISION		"COM SECTION 26-3-7-6 EXISTING ROAD"		
---	---	SECTIONS 3, 6, 7, BLOCK C24 & SECTION 26, BLOCK C23 EXISTING ACCESS WINKLER & LOVING COUNTIES, TEXAS		WPXENERGY
	PACKET	14.19	April 27, 2021	
		PLOT DATE: 01-14-2021	CHECKED BY: L.DOW DRAWN BY: HFD	APPROVED BY: A. LILEY SHEET NO.: 6 OF 6

G:\809-1 FELIX ENERGY\500+ PROJECTS\8901SV0567 COM SECTION 26-3-7-6 EXISTING ROAD\COM SECTION 26-3-7-6 EXISTING ROAD.DWG 1/14/2021 1:52:06 PM HD1367

City Council Meeting

Item Number: 15

Meeting Date: April 27, 2021

To: City Council / City Manager

From: Carl Craigo, Director

Subject: Motion authorizing the execution of an interlocal agreement between the City of Midland and Greenwood ISD for the discharge of wastewater into the City of Midland wastewater collection system (UTILITIES)

Purpose:

Motion authorizing the execution of an interlocal agreement between the City of Midland and Greenwood ISD for the discharge of wastewater into the City of Midland wastewater collection system.

Recommended City Council Action:

Approve

Fiscal Impact:

1.5 times the City sewer rate based on flow.

Discussion:

This replaces a temporary interlocal agreement (2007-232) between the City of Midland and Greenwood ISD. Greenwood ISD built a wastewater collection system to pump the wastewater from the ISD system to the City's Water Reclamation Facility in 2007 and has been discharging wastewater into the City system since.

CITY - SCHOOL DISTRICT INTERLOCAL COOPERATION CONTRACT AS AUTHORIZED BY CHAPTER 791 OF THE TEXAS GOVERNMENT CODE

THE STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS**
COUNTY OF MIDLAND §

THAT THIS AGREEMENT is effective this 28th day of April, 2021, by and between the City of Midland, Texas, hereinafter referred to as "City"and Greenwood Independent School District, hereinafter referred to as "Greenwood."

WITNESSETH

WHEREAS, Greenwood Independent School District property is situated outside the corporate limits of the City of Midland, Texas; and

WHEREAS, Greenwood desires access to sewer facilities owned and operated by City to serve Greenwood Independent School District property; and

WHEREAS, the City Council of the City of Midland, Texas, has determined that the provision of sewer service will be of an economic benefit to City; and

WHEREAS, City and Greenwood desire to enter into an agreement pursuant to Chapter 791, Texas Government Code, in which City will allow Greenwood access to sewer facilities owned and operated by City, and in return, Greenwood pay City for access to City's sewer facility as outlined below.

NOW, THEREFORE, in consideration of the rates, fees and deposits paid and to be paid by Greenwood to City, and the mutual covenants herein, the parties hereto agree as follows:

1. Definitions.

a. *"Sewer Line"* means an underground sewer pipeline, including any and all pump stations and other necessary appurtenances thereto, originating from Greenwood Independent School District property and connecting to City's Sewer Facility.

b. *"Sewer Facility"* means City's Water Pollution Control Plant, located at 3600 E. IH-20, Midland, Texas, 79706.

c. *"Service Connection"* means the point where Greenwood's Sewer Line meets City's Sewer Facility.

d. *"City Manager"* means the City Manager for the City of Midland, Texas.

e. *"Director of Utilities"* means the Director of Utilities for the City of Midland, Texas.

2. Duties. Greenwood's Sewer Line shall remain attached or connected and Greenwood shall be responsible for the maintenance thereof. City agrees to allow the Sewer Line to be attached or connected to City's Sewer Facility, upon certification by City's Director of Utilities that the Sewer Line constructed by Greenwood continues to comply with City specifications.

3. Compliance. Greenwood agrees that its Sewer Line must comply with all applicable local, state and federal regulations, and that Greenwood is solely responsible for compliance with any rule or requirement mandated by the Texas Commission on Environmental Quality ("TCEQ") or any other state or federal regulatory agency with proper jurisdiction.

4. Payment. In consideration of City's allowing Greenwood to connect or attach its Sewer Line, Greenwood agrees to pay for any services used promptly and when due, and at the rate established by ordinance from time to time by the City Council for customers outside the corporate limits of the City of Midland, Texas, which rate is presently one and one-half (1-1/2) times the rates established for commercial customers inside the corporate limits of the City of Midland, Texas. City shall have the right to terminate service and this Agreement for nonpayment by Greenwood in accordance with standard City procedures as well as reasons stated in this Agreement. City shall provide notice of rate increases as required by law.

5. Inspection. Greenwood shall allow its Sewer Line to be inspected by City for possible cross-connections and other undesirable plumbing practices. These inspections shall be conducted by City or its designated agent prior to initiating service and periodically thereafter upon prior written notice and at City's sole expense. The inspections shall be conducted during City's normal business hours. City shall notify Greenwood in writing of any cross-connection or undesirable plumbing practice which has been identified during the initial inspection or periodic re-inspections. Greenwood shall immediately disconnect any identified cross-connection and/or correct any undesirable plumbing practice regarding Greenwood's sewer line. Greenwood shall, at its expense, properly install, test and maintain any backflow prevention device, valve, sampling tap or other quality assurance device on its Sewer Line as required by City.

6. Ordinances and Regulations. It is expressly agreed and understood that all present or future ordinances and regulations applicable to sewer customers and related to sewer service within the City limits are incorporated by reference as express conditions of this Agreement; and that Greenwood expressly agrees to be bound by all such ordinances or regulations of City related to sewer service as if Greenwood were in fact within the corporate limits of the City of Midland, and that any violation of any such ordinance(s) or regulation(s) by Greenwood, its agents, servants, or employees, shall constitute an Item of Default and shall be grounds for a cancellation by City of this Agreement and/or discontinuance of the services furnished hereunder.

7. Waiver of Attorney's Fees. By executing this Agreement, **GREENWOOD AND CITY AGREE TO WAIVE AND DO HEREBY WAIVE ANY CLAIM EITHER HAS OR MAY HAVE AGAINST THE OTHER PARTY, REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT AND BOTH GREENWOOD AND CITY SPECIFICALLY AGREE THAT IF EITHER PARTY TO THIS**

AGREEMENT BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET. SEQ., AS AMENDED), BOTH PARTIES AGREE TO WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH GREENWOOD OR CITY MIGHT OTHERWISE BE ENTITLED.

Greenwood and City agree that this is the intentional relinquishment of a presently existing known right. Greenwood and City acknowledge that each understands all terms and conditions of the Agreement. This section shall not be construed as a waiver of sovereign immunity.

8. Sovereign Immunity. By executing this Agreement, neither City nor Greenwood is waiving governmental immunity, sovereign immunity or qualified immunity, and each party expressly retains all immunity from suit. Neither City nor Greenwood grants consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF SOVEREIGN IMMUNITY BY EITHER PARTY**.

9. Governing Law and Venue. All performance, undertakings and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas. All obligations to perform shall be in Midland County, Texas. This Agreement shall be governed by the laws of the State of Texas.

10. **RELEASE. NOTWITHSTANDING ANY OTHER PROVISIONS, GREENWOOD HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH GREENWOOD HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, BREACH OF CONTRACT, TORT CLAIMS OR CITY'S NEGLIGENCE.**

11. Third Party Beneficiary. City's approval of this Agreement does not create a third party beneficiary. There is no third party beneficiary to this Agreement. No person or entity who is not a party to this Agreement shall have any third party beneficiary or other rights hereunder.

12. Default. In the event Greenwood fails to comply with any term of this Agreement, City shall, at its option, either terminate service or properly install, test, and maintain an appropriate backflow prevention device at the Service Connection. Any expenses associated with the enforcement of this Agreement shall be billed to Greenwood.

13. Termination. Notwithstanding any other provisions, City may terminate this Agreement at will for any or no reason and without penalty by giving at least three (3) years written notice to Greenwood. City and Greenwood have bargained for this flexibility. The parties understand that it

is in City's sole and absolute discretion to terminate this Agreement by giving the requisite notice. Greenwood also understands and acknowledges that Greenwood has no property right in sewer service by virtue of this Agreement. All sewer service shall cease and be suspended immediately upon termination of this Agreement becoming effective.

Further, upon the occurrence of an Item of Default, City may terminate this Agreement, without penalty, by giving at least thirty (30) days written notice ("Notice of Default") to Greenwood. All sewer service shall cease and be suspended immediately upon termination of this Agreement becoming effective. However, should Greenwood remedy such Item of Default during said 30-day notice period to City's satisfaction, then said Notice of Default shall be deemed rescinded, and the Agreement shall continue as if such Item of Default had never occurred. The term "Item of Default" includes, but is not limited to, the following:

a. Any connection to or from Greenwood's Sewer Line so as to allow any property, person, corporation, partnership or other entity access to the Sewer Line for the purpose of any discharge whatsoever into said Sewer Line,
b. The passage of any chemical into City's Sewer Facility, originating from or passing through any portion of Greenwood's Sewer Line, and contrary to Title 3, Chapter 1, Section 24 of the Municipal Code of the City of Midland, a copy of which is attached to this Agreement as Exhibit "A" and incorporated herein for all legal purposes, or
c. Violation by Greenwood, or any of Greenwood's officers, agents, contractors or subcontractors, of any applicable local, state or federal law or regulation, which in any way impacts City's Sewer Facility or the operations therein, as determined by City's Director of Utilities.

14. Notice. All notices hereunder must be given in writing by certified mail return receipt requested. All notices under this agreement shall be sent as follows:

If to the City of Midland, Texas:	If to Greenwood Independent School District:
Robert Patrick	Edward Elliot
Interim City Manager	Superintendent
Midland City Hall	Greenwood Independent School District
P.O. Box 1152	2700 F.M. 1379
Midland, Texas 79702	Midland, Texas 79706-5330

15. Assignment. This Agreement may not be assigned without the written consent of the Midland City Council. The decision on whether or not to approve an assignment shall be in the sole discretion of the Midland City Council.

16. Consideration. The parties agree that this Agreement, and each part thereof, is supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

17. Insurance. Notwithstanding any other provisions, Greenwood shall at all times during the term of this Agreement maintain and keep in full force and effect insurance in the following types and

minimum amounts with companies authorized to do business in the State of Texas:

Comprehensive General Liability (including Contractual liability):

-Personal Injury:	$1,000,000 per person
	$1,000,000 per occurrence
-Property Damage:	$500,000 per occurrence

Worker's Compensation: Statutory limits

Employers' Liability: $500,000 per accident or occurrence

The Workers' Compensation coverage provided by Greenwood shall inure to the benefit of employees injured during the course and scope of their employment by Greenwood pursuant to this Agreement. All insurance required pursuant to this Agreement, except for Worker's Compensation Insurance, shall name City as an additional insured. All insurance required pursuant to this Agreement, including Worker's Compensation Insurance, shall provide for a waiver of subrogation as to City. All insurance coverage, including City's status as an additional insured, as appropriate, as well as a waiver of subrogation in favor of City, shall be evidenced by one or more certificate(s) of insurance provided to City upon signing of this Agreement. City shall be provided the notice by Greenwood's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. City shall not be required to provide any insurance whatsoever pursuant to this Agreement.

Greenwood shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Agreement to obtain insurance coverage that meets or exceeds the minimum amounts specified herein. All contractors, subcontractors, and sub-subcontractors shall obtain insurance policies that provide blanket waivers of subrogation in favor of the City of Midland and policies that name the City of Midland as an additional insured (except workers compensation).

18. Controlling Document. This Agreement supersedes any other contracts or agreements, whether oral or written, between the parties, regarding these matters contained herein, and contains all the covenants and agreements between said parties regarding said matter. Each party acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promises not contained herein shall be valid or binding.

19. Severability. If any section, subsection, sentence, clause or phrase of this Agreement is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this Agreement.

20. Amendments, Modifications and Alterations. This Agreement may be amended or modified by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

21. Independent Contractor. It is expressly understood and agreed that Greenwood shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of City; that Greenwood shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between City and Greenwood, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Greenwood. No person performing any of the work and services described hereunder by Greenwood shall be considered an officer, agent, servant or employee of City. Further, it is specifically understood and agreed that nothing in this Agreement is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Greenwood shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities, applicable to it as such independent contractor hereunder. City does not have the power to direct the order in which the work is done. City shall not have the right to control the means, methods or details of Greenwood's work. Greenwood shall assume exclusive responsibility for the work. Greenwood shall be entirely free to do the work in its own way.

22. Notice of Alleged Breach; Statutory Requirements. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, Greenwood or its legal representative shall give the City Manager, or any other reasonable official of City, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred-and eighty (180) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which the Greenwood will settle, the physical and mailing addresses of Greenwood at the time and date the claim was presented and the physical and mailing addresses of Greenwood for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Greenwood relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except City from any liability whatsoever. City is under no obligation to provide notice to Greenwood that Greenwood's notice is insufficient. City reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Greenwood's failure to comply with the requirements herein shall perpetually bar Greenwood's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if City has actual or constructive notice or knowledge of said claim or alleged damages. Greenwood agrees that the requirements of this entire Agreement are reasonable.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/15/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Insurance Man & Associates PO Box 3128 Midland TX 79702	CONTACT NAME: Insurance Servi Midland PHONE (A/C, No, Ext): (432) 683-4619 FAX (A/C, No): E-MAIL ADDRESS:
INSURED (432) 683-6461 Greenwood Ind. School Dist. 2700 FM 1379 Midland TX 79706	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Nautilus Insurance Company — 17370 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** Cert ID 1229 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			NN961023	07/23/2020	07/23/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
	X Waiver & Addl Insd						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
	Sewer Line GL POLICY			USA4205218	09/24/2020	09/24/2021	2Million Aggerate 1Million Occurrence	$ 1,000,000
								$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

TX Dot Real estate service section
TX Dot Real estate service section
118 east riverside drive

Austin TX 78704

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ray C. Owings

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City Council Meeting

Item Number: 16

Meeting Date: April 27, 2021

To: City Council / City Manager

From: Carl Craigo, Director

Subject: Motion authorizing the execution of a municipal water agreement with the University of Texas System Board of Regents for the City of Midland's purchase and use of water produced from the Paul Davis well field (UTILITIES)

Purpose:

This agreement will replace Municipal Water Contract No. 70 with University Lands

Recommended City Council Action:

Approve

Fiscal Impact:

Royalty payments for Municipal Use will be (per 1000 gallons):

October 1 2020: $0.40
October 1, 2026: $0.50
October 1, 2032: $0.60

Royalty payments for Industrial User will be (per 40 gallons):

October 1 2020: $0.10
October 1, 2026: $0.15
October 1, 2032: $0.20

Discussion:

This agreement lowers the Municipal and industrial use costs to the City from the previous agreement. This water source is the emergency water source for the City of Midland and is

used for industrial/mining industries for the City to keep the well field running and maintained.

Robert Patrick

City Manager's Office

MUNICIPAL WATER AGREEMENT

This Municipal Water Agreement ("*Agreement*") is made effective October 1, 2020 (the "*Effective Date*") by and between THE UNIVERSITY OF TEXAS SYSTEM BOARD OF REGENTS ("*Lessor*") and THE CITY OF MIDLAND, TEXAS ("*Lessee*").

1. BASIC TERMS & CONDITIONS.

Premises:
The premises leased hereunder are described in Exhibit A ("*Premises*"), which is attached hereto and incorporated herein for all purposes.

Term:
The term of this Agreement shall commence on the Effective Date and shall terminate on February 28, 2041, unless terminated earlier as provided for herein (the "*Term*").

Rental:
Lessee's rental obligation for the lease of the Premises shall be in accordance with the following royalty rates:

Municipal Use Water. "*Municipal Use Water*" shall mean water treated by Lessee for the purpose of making such water potable for municipal purposes. Lessee shall pay to Lessor a royalty for each one thousand (1,000) gallons of the gross amount of such water produced from the Premises and used for municipal purposes. The royalty rate for each such one thousand (1,000) gallons shall be as follows during the term of this Agreement:

October 1, 2020: $0.4000
October 1, 2026: $0.5000
October 1, 2032: $0.6000

Industrial Use Water. "*Industrial Use Water*" shall mean water Lessee does not treat for municipal purposes and is sold directly to commercial entities from the Lessee's water wells or pipeline located on the Premises. Lessee shall pay royalty for each forty (40) gallons of the gross amount of water produced from the Premises:

October 1, 2020: $0.10
October 1, 2026: $0.15
October 1, 2032: $0.20

Permitted Uses:
Lessee shall continuously use and occupy the Premises for the purpose of extracting and using water from the Premises for both Municipal Use Water and Industrial Use Water. Lessee shall have the right, to the extent necessary, to explore and drill for, produce, store, treat, transport, and use the water produced from the Premises.

Lessor's Address:
For Correspondence & Notices:
University Lands
P.O. Box 553
Midland, Texas 79702
Attention: Rick Doehne
Telephone: (432) 684-4404
Fax: (432) 682-7456

For Rental & Other Payments:
The University of Texas System
P.O. Box 553
Midland, Texas 79702

Lessor's Contact Person:
Commercial Surface Manager
Telephone: (432) 684-4404
Fax: (432) 682-7456
(Or such other contact person as Lessor may designate in writing.)

Lessee's Address:
City of Midland
300 N. Loraine
Midland, Texas 79701
Telephone: (432) 685-7260
Fax: (432) 685-0523

Lessee's Contact Person:
Director of Utilities
Telephone: (432) 685-7260
Fax: (432) 685-5056
(Or such other person as Lessee may designate in writing.)

2. GRANTING CLAUSE.

a. Leased Premises. Lessor, for and in consideration of the royalty and other charges to be paid by Lessee hereunder and such other covenants and agreements to be performed by Lessee, hereby demises and leases the Premises to Lessee, and Lessee hereby leases the Premises from Lessor on the terms and conditions set forth herein, pursuant to Chapter 66 of the Education Code. This Agreement covers only water in or under the Premises and Lessee shall not be entitled to, and Lessor retains and reserves, any oil, gas, and minerals that may be produced from the Premises.

b. Subject to Existing & Future Leases. This Agreement is subject to all existing and future oil, gas, and mineral leases, all existing surface leases, easements and rights of way covering or affecting the Premises, and all future surface leases, easements and rights of way covering or affecting the Premises to the extent the estates and interests created thereby are not

inconsistent with the rights herein granted. Lessor reserves the right and privilege to execute and deliver oil, gas, and mineral leases, surface leases, easements, licenses and rights of way covering all or any part of the Premises. Lessee shall conduct its operations hereunder in such a manner as not to unduly interfere with any third party having a lease, permit, easement, or any other right or interest in the Premises. Lessor will endeavor to coordinate with other users and lessees of the Premises to require compliance with applicable laws and regulations of the State of Texas, the Railroad Commission of Texas, and the Texas Commission on Environmental Quality, or their successor agencies.

c. "As is". Lessee accepts the Premises AS IS AND WITH ALL FAULTS. Lessor makes no representations to Lessee about the quantity or quality of water that might be obtained from the Premises. Lessee will make a determination of the usability of the water and its fitness for consumption.

d. Renewal. Lessee shall have the right to lease the Premises for an additional twenty (20) year period after this Agreement expires at royalty rates as near to fair market as can be determined and set by Lessor. In addition, Lessee shall have the right of first refusal, after any existing water lessee who desires to renew, to lease land owned by Lessor in the vicinity of the Premises which becomes available for lease during the term of this Agreement. Any such new agreement shall be under similar contract terms and conditions as this Agreement, but at a royalty rate as near to fair market value as can be determined and set by Lessor, and Lessee shall have ninety (90) days after it receives a copy of any such proposed new agreement to execute such agreement. Lessee's failure to execute such proposed new agreement in the ninety (90) day period shall extinguish the opportunity provided Lessee in this section.

3. USE OF THE PREMISES.

a. Permitted Use Only. Lessee may use the Premises only for the permitted uses specified herein, and for no other purpose without the prior written consent of Lessor. Lessee shall conduct its operations in a reputable manner.

b. Lawful Use. Lessee shall observe, perform, and comply with all laws, statutes, ordinances, rules, and regulations promulgated by any governmental agency and applicable to Lessee's use of the Premises. Lessor shall not occupy or use the Premises or permit any portion of the Premises to be occupied or used for any use or purpose which is unlawful, in part or in whole, or deemed by Lessor to be disreputable in any manner.

4. ROYALTY PAYMENTS & PRODUCTION REPORTS.

a. Minimum Royalty Payment. Lessee shall produce and pay royalties on a minimum of one hundred million (100,000,000) gallons of water in any full calendar year beginning October 1, 2020. This minimum can be reached by any combination of Municipal Use Water or Industrial Use Water. In the event Lessee fails to reach said minimum in any calendar year, upon written notice by Lessor, Lessee shall have the right to either (1) pay royalties at the Municipal Use Water royalty rate on the difference between the actual gallons of water produced and one hundred million (100,000,000) gallons of water, or (2) terminate this Agreement in the year of such shortage upon thirty (30) days' advance written notice to Lessor.

b. Monthly Reports & Payments. Lessee shall make a royalty payment to Lessor not later than the twentieth (20th) day of each month for royalties payable on water produced from the Premises during the preceding month. Lessee shall submit a report specifying all water produced from the Premises during such month. Said monthly report shall consist of a statement showing the gross amount of water produced from the Premises during the month, all meter readings, and other memoranda necessary to reflect the actual amount of water produced from the Premises as well as any supporting data or documents that may be reasonably requested by Lessor. All such reports and documents are to be in a form reasonably approved by and acceptable to Lessor,

5. INSTALLATION OF WATER METERS. Lessee shall install a water meter or meters at sufficient locations to accurately measure the gross volume of water produced from the Premises. Copies of water meter calibration data and the resulting meter calibration factors and/or statements of meter conditions shall be provided to Lessor by Lessee upon request by Lessor. Upon Lessor's request at any reasonable time (but not to exceed once annually so long as meters appear to be functioning correctly), Lessee shall, at Lessee's sole expense, have any water meter in operation hereunder calibrated by a reputable meter calibration firm. Lessee shall provide reasonable written notice to Lessor prior to having any meter calibrated so that Lessor may witness such calibration.

6. NOTICES, DOCUMENTS AND REPORTS.

a. Spudding New Wells. Lessee shall notify both Lessor's Commercial Surface Manager (specified herein) in writing, at least ten (10) days in advance of the spudding of any such water supply well. Such notice shall include location, proposed depth, and the approximate date on which drilling operations will be commenced.

b. Pumping Wells. For any new well(s), Lessee shall, upon request by Lessor at any time during the term of this Agreement, provide to Lessor: (i) a sample log or driller's log for the water supply well, designating the producing interval and all water-bearing zones; (ii) a report showing the producing capacity of such water supply well; (iii) a chemical analysis of a sample of the water produced from such water supply well, performed by an independent water laboratory; (iv) a cross-sectional drawing of the water supply well showing total depth, casing and pump settings, gravel pack interval, cement, geologic formations, static, and pumping water levels, and all other available downhole information; (v) a map or plat of the Premises showing the location and GPS values of the water supply well, tanks, water meters, roads, and structures and operational facilities; and (vi) any other well data or information requested by Lessor related to Lessee's water production from the Premises.

c. Correspondence with Regulatory Agencies. Lessee shall, in a timely manner to protect Lessor's interest, provide to Lessor's commercial surface manager copies of all forms, applications, permits, correspondence, tests, reports, and any and all other correspondence and materials sent to or received from any local, state, or federal regulatory agency in any way related to Lessee's use of the Premises.

d. Published Forms; Electronic Reporting. If at any time during the Term of this Agreement, Lessor publishes reporting forms or provides for electronic reporting, Lessee agrees to utilize

those forms and procedures as directed by Lessor for purposes of the reporting requirements of this Agreement, to the extent reasonably possible and practicable.

7. PAST DUE PENALTY. A penalty in the amount of Twenty-Five and No/100 Dollars ($25.00) or one percent (1%) of any amount payable by Lessee to Lessor hereunder not paid when due, whichever is greater, shall be added to the amount payable for each 30-day period or part thereof that the overdue amount remains unpaid. Any such penalty shall be payable as additional rental hereunder. Lessee's payment of penalties shall in no way operate to waive Lessor's rights under this Agreement.

8. OPERATIONS. In conducting operations hereunder, Lessee shall conduct all work and operations in a businesslike manner consistent with good and economical practices and with due regard for good land management, damage prevention, and environmental protection. Lessee shall use every reasonable means to prevent damage to or contamination of any water-bearing strata and to prevent waste or loss of water from any water-bearing strata.

9. COMPLIANCE WITH LAWS. Lessor and Lessee shall comply with all requirements of applicable local, state, and federal laws, rules, and regulations.

10. ACCESS. Lessor, or Lessor's authorized representative, may enter upon the Premises and shall have access to Lessee's well and operation sites at all times.

11. POLLUTION. Lessee shall use the highest degree of care and all reasonable safeguards to prevent contamination or pollution of any environmental medium, including soil, surface waters, groundwater, sediments, and surface or subsurface strata, ambient air, or any other environmental medium, by any waste, pollutant, or contaminant. Without Lessor's prior consent, Lessee shall not engage in any activity that is unreasonably hazardous or presents an unreasonable risk of environmental pollution. Lessee shall use all reasonable efforts to contain any actual or potential release of any waste, contaminant, or pollutant to the environment and to recapture any escaped waste, contaminant, or pollutant. In the event of contamination or pollution of any environmental medium resulting from Lessee's operations hereunder or any other act or omission of Lessee, Lessee's agents, employees, invitees, or guests, Lessee shall, at Lessee's sole expense, conduct all soils or surface or groundwater investigations, studies, sampling, and testing and undertake and complete all remedial, removal, restoration, and other actions necessary, in the reasonable opinion of Lessor, to contain, clean up, and/or remove all such contamination or pollution. In conducting operations on the Premises, Lessee will at all times conform to all environmental regulations of county, state, and federal agencies having jurisdiction over the Premises or Lessee's operations thereon.

12. INDEMNIFICATION. Lessor shall not be liable for any damage, loss, or injury to any person or property suffered in, on or about the Premises arising from or out of the negligence or misconduct of Lessee, Lessee's agents, employees, contractors, or invitees. To the extent permitted by law, Lessee shall defend, indemnify, and hold harmless Lessor, its officers, employees, and agents, from and against any and all liabilities, losses, claims, demands, penalties, fines, settlements, damages, and response, remedial, or inspection costs, and any expenses (including, without limitation, attorney and consultant fees) of whatever

kind or nature, which are incurred by Lessor, its officers, employees, or agents, which arise from or relate in any way to Lessee's use of the Premises, to the extent of negligence, willful misconduct, or liability of Lessee, its employees, agents, contractors, or invitees, including, without limitation, any such liabilities, costs or damages arising from contamination or pollution of any environmental medium resulting from Lessee's operations hereunder.

Lessee shall not be liable for any damage, loss, or injury to any person or property suffered in, on or about the Premises arising from or out of the negligence or misconduct of Lessor, Lessor's agents, employees, contractors, or invitees to the extent authorized by the Constitution and laws of the State of Texas. Lessor shall defend, indemnify and hold harmless Lessee, its officers, employees, and agents, from and against any and all liabilities, losses, claims, demands, penalties, fines, settlements, damages (including foreseeable and unforeseeable consequential damages), and response, remedial, and inspection costs, and any expenses (including without limitation attorney and consultant fees) of whatever kind or nature, which are incurred by Lessee, its officers, employees, or agents, which arise from or relate in any way to Lessor's leasing of the Premises and/or the oil, gas and minerals in, on or about the Premises, to the extent of negligence, willful misconduct, of Lessor, its employees, agents, contractors, or invitees, including without limitation any such liabilities, costs, or damages arising from contamination or pollution of any environmental medium resulting from Lessor leasing the Premises and\or the oil, gas and minerals in, on or about the Premises.

The provisions of this section shall survive the termination or assignment of this Agreement.

13. MAINTENANCE OF THE PREMISES.

a. General Responsibilities. Lessee shall, at Lessee's sole expense: (i) construct and maintain such fences, barricades, and other restrictive devices as necessary to adequately protect persons or livestock from injury or as Lessor may reasonably request, and comply in all respects with all enclosure requirements of the Texas Commission on Environmental Quality or any successor agency, or any other governmental entity having jurisdiction; (ii) fill and level all pits, trenches, and other excavations whenever same are abandoned or the use thereof is discontinued; and (iii) plug or cap, at Lessor's option, all water wells, when abandoned or upon termination of this Agreement.

b. Plugging Wells. Should Lessee elect to abandon one or more water wells located on the Premises, Lessee shall provide written notice of Lessee's intention to plug and abandon the subjects well(s) to Lessor's Commercial Surface Manager at the address listed in Section 1 hereof.

c. Improvements. Lessee shall not remove or damage any existing improvements on the Premises, not previously constructed by Lessee, commit or permit any waste, or allow any nuisance created by Lessee, its employees, or agents, to exist on the Premises.

d. Restoration. At the end of this Agreement, Lessee shall restore the surface of the Premises to as nearly as possible the same condition that existed at the beginning of this Agreement and restore the surface in the vicinity of any wells to the conditions existing prior to the drilling of

such wells. Lessee shall remediate any environmental condition caused or contributed to by its operations on the Premises.

14. USE OF SURFACE. Lessee shall conduct all operations in such a manner as to cause minimum surface damages. Lessee shall have the right of ingress and egress and right of way to any point of Lessee's operations on the Premises, for the purpose of producing, storing, treating and transporting. or removing potable water or water capable of being made potable over, along, and across the Premises, provided that such right of way shall result in the least injury to the occupant of the surface or the holder of any existing oil and gas lease or easement. Lessee shall have the right, from time to time, to lay, maintain, operate, repair, and replace such pipelines, pumping facilities, tanks, and power lines as may be necessary to produce water, without additional consideration for right of way but subject to all other provisions of Lessor's Rate and Damage Schedule including damage payments.

Lessee may use only so much of the surface of the Premises as is reasonably necessary for the exploration, drilling, and production and use of water as permitted herein, installation of necessary equipment, and other reasonably necessary operations. Lessee is hereby granted, subject to any payment required by Lessor's Rate and Damage Schedule for the value of the grass for grazing, the right to fence an area around each of its water wells in a radius of fifty (50) feet, and to prevent any other use within a one hundred fifty (150) foot radius that is inconsistent with the requirements of the Texas Commission on Environmental Quality or a successor agency for sanitary control, but subject to any prior and existing use by Lessor's oil and gas lessees. Lessee shall not store any equipment, tubing, or other personal property on the Premises except immediately prior to the use of such property in Lessee's operations on the Premises.

15. SURFACE DAMAGE PAYMENTS. For its use of the Premises, including enclosure requirements, sanitary easements, or other regulations of governmental agencies requiring exclusive use of the Premises surrounding the wells, Lessee agrees to pay to Lessor as additional rental hereunder, upon demand by Lessor, damages in accordance with the then current Rate and Damage Schedule. Damage payments shall be made to Lessor's commercial surface manager in accordance with the Rate and Damage Schedule. Amounts paid by Lessee pursuant to this section shall not in any way limit the liability of Lessee under sections 11 or 12, or in any manner act as a waiver of Lessor's rights and remedies under section 18.

16. HOLDING OVER. Upon expiration or the earlier termination of this Agreement, Lessee shall immediately surrender the Premises to Lessor. In the event Lessee occupies the Premises, or any part thereof, after the expiration or other termination of this Agreement, unless otherwise agreed in writing by Lessor, Lessee shall hold the Premises as a tenant at will only at rental equal to one and one-half (1.5) multiplied by the royalties due hereunder calculated on a per diem basis. In no event shall such holding over constitute or be construed as a renewal or extension of this Agreement and, upon demand of Lessor at any time during such holdover period, Lessee shall immediately surrender the Premises to Lessor.

17. DEFAULT. The following events shall be deemed to be "*Events of Default*" hereunder:

a. Monetary. If Lessee should fail or refuse to make the payment of any sum due to Lessor hereunder within thirty (30) days after the due date thereof and fifteen (15) days after Lessor gives

written notice of such failure;

b. False Report. If Lessee or Lessee's authorized agent should make any false report or false return concerning production or royalty;

c. Non-monetary. If Lessee should fail to perform any other material obligation specified herein, including without limitation refusal to permit Lessor access to the Premises or any water supply well or records pertaining thereto or should fail to render any reports or other information due to be transmitted to Lessor within thirty (30) days after the same were to be provided to Lessor in accordance with the terms of this Agreement and thirty (30) days after written notification by Lessor of such failure, except that Lessee's failure to perform any of its obligations herein which is occasioned directly or indirectly by any act, order, regulation, or requirement of the federal government, the State of Texas, or any other governmental body or agency, officer, representative, or authority of any of the aforesaid entities shall not constitute an Event of Default.

18. REMEDIES. Should an Event of Default occur, Lessor shall notify the Lessee in writing of any and all events deemed to represent a Default. If Lessee fails to correct or take reasonable steps to correct said event(s), Lessor may terminate this Agreement or enforce the provisions of this Agreement in any manner provided by law.

If Lessor chooses to terminate this Agreement for an Event of Default, Lessor may enter upon the Premises and expel Lessee without being guilty of any manner of trespass, without liability for any damage or loss occasioned thereby, and without prejudice to any remedies available to Lessor for collection of amounts due, breach of contract, or otherwise. If Lessor terminates this Agreement, Lessor shall not be obligated to reimburse Lessee for any prepaid rentals.

19. AUDIT. Lessee shall provide access to, and Lessor or Lessor's authorized agent shall be entitled to inspect, examine, and audit at all reasonable times, Lessee's books, accounts, contracts, and other records in any way pertaining to Lessee's use of the Premises and production of water therefrom.

20. LESSEE'S PERSONAL PROPERTY. Lessee shall have the right at any time during this Agreement or within thirty (30) days after the expiration of this Agreement to remove all property, pumps, equipment, fixtures, and casing placed by Lessee on the Premises; provided, however, that as and when Lessee elects to draw and remove any casing from any water well and to abandon the same, it shall notify Lessor of its intention to pull the casing and plug the subject well, after which Lessor shall have thirty (30) days in which to ascertain whether or not it desires to make use of such water well. If Lessee is provided written notice by Lessor within such thirty (30) day period that use of the well is desired, possession of such well shall be delivered by Lessee to Lessor or Lessor's designee; provided, however, that Lessee shall be reimbursed the salvage value of any casing by Lessor. All pumps, equipment, and other personal property will remain the property of the Lessee unless a separate agreement has been reached between Lessor and Lessee regarding such equipment.

Lessee shall remove all of Lessee's personal property, equipment, and tubing from the Premises within thirty (30) days after the expiration or termination of this Agreement. Should

Lessee fail to remove any of Lessee's personal property, equipment, or tubing, unless such failure is in accordance with Lessor's written directions, Lessor shall be entitled to take possession of any such property and to sell or dispose of such property for any purpose. Lessee shall reimburse Lessor for any and all costs incurred by Lessor in connection with Lessor's taking possession of and the sale or disposal of any such property, less any amounts received by Lessor from such sale. Such amounts shall be due and payable by Lessee to Lessor immediately upon demand by Lessor.

21. MECHANIC'S LIENS. Lessee shall not permit any mechanic's or materialman's lien to be placed on the Premises during the term of this Agreement, or any extension thereof, caused by or resulting from any work performed, materials furnished, or obligation incurred by or at the request of Lessee. In the case of the filing of any such lien, Lessee shall promptly pay, bond off, or obtain the release of same to the satisfaction of Lessor. If Lessee's failure to comply with the provisions of this section shall continue for a period of twenty (20) days, Lessor shall have the right, at Lessor's option, of paying the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be repaid by Lessee to Lessor immediately upon demand.

22. ASSIGNMENT. Lessee may not assign or sublet this Agreement, in whole or in part, without the prior written consent of Lessor. Any such assignment shall require the payment of an assignment fee in accordance with the then-current Rate and Damage Schedule.

23. PAYMENTS, DOCUMENTS & NOTICES. Unless paid or furnished by electronic means, payments, documents, and notices shall be delivered as provided in this section.

a. Payments. The payments due to Lessor hereunder, including payments for surface damages, shall be made by separate check properly labeled so as to identify the appropriate University Lands contract number and the purpose for which the payment is being made. Checks shall be made payable to The University of Texas System, and mailed to the Commercial Surface Manager at the address listed in Section 1 hereof.

b. Notices, Reports & Documents. Notices, reports and documents to be provided by Lessee to Lessor or to the Assistant Director, and any and all other notices and other correspondence from Lessee to Lessor hereunder, shall be addressed to the Commercial Surface Manager

c. Correspondence to Lessee. Any notices or other correspondence to Lessee shall be addressed and mailed to Lessee at the address as listed herein.

d. Delivery. All payments, notices, reports, or documents delivered hereunder shall be deemed to be delivered three (3) days after deposit in the United States mail if properly addressed and with proper postage affixed. All items delivered by private carrier and all notices, copies, and correspondence delivered by telecopy or other electronic means shall be deemed delivered when actually received.

24. MISCELLANEOUS.

a. Captions. The captions and headings used herein are for reference purposes only and

shall not affect the meaning or interpretation of the terms and provisions of this Agreement.

b. Binding Effect. This Agreement is binding upon the parties hereto and their respective successors and assigns. This provision does not constitute a waiver of the requirement for prior written consent by Lessor to any assignment or subletting by Lessee.

c. Applicable Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas.

d. Venue/Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Texas applicable to contracts negotiated, executed, and wholly performed within the State of Texas. Exclusive venue shall be in Midland County, Texas.

e. Entire Agreement. This Agreement constitutes the sole and entire agreement between the patties relating to the subject matter and shall not be amended except by written instrument signed by both parties. This Agreement supersedes any and all prior agreements between the parties regarding the subject matter hereof.

f. Licenses & Permits. Lessee shall, at Lessee's own expense, obtain any necessary licenses and permits, and shall comply with all laws, ordinances, and regulations applicable to the Premises and Lessee's use thereof.

g. Force Majeure. Neither party hereto shall be liable to the other for any failure, delay, or interruption in the performance of any of the terms, covenants, or conditions of this Agreement due to causes beyond the control of that party, including, acts of God or any other circumstances for which such party is not responsible or which is not in its power to control.

h. Severability. If one or more provisions of this Agreement, or the application thereof, shall be held to be unlawful, invalid, or unenforceable, the remaining provisions shall not be affected thereby.

IN WITNESS WHEREOF, each party indicates acceptance of the terms of this Agreement by the signature below of an authorized representative.

[Signature pages follow]

CITY OF MIDLAND, TEXAS

By:_____
Robert Patrick, City Manager

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this ___ day of _____, 2021 personally appeared Robert Patrick, City Manager of the City of Midland, Texas, known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2021.

_____
Notary Public, State of _____

THE UNIVERSITY OF TEXAS SYSTEM
BOARD OF REGENTS

By: C. Clark

Printed Name: Carrie Clark

Title: EVP, CAO & CLO

THE STATE OF TEXAS §
§
COUNTY OF Harris §

BEFORE ME, the undersigned authority, on this 20th day of April, 2021 personally appeared Carrie Clark an officer of The University of Texas System Board of Regents known to me to be the person and official whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same as the act and deed of said entity, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20th day of April, 2021.

Barbara Dean
Notary Public, State of Texas

BARBARA DEAN
Notary Public, State of Texas
Comm. Expires 07-12-2021
Notary ID 125950550

Exhibit A

Premises

27,513.41 acres of land, more or less, lying in the following Sections and Blocks of, University Lands Survey, Andrews and Martin Counties, Texas.

Block 5, UL Andrews County, Texas:

All of Section 3; All of Section 4; N/2 of Section 5; All of Section 6; N/2 of Section 7; All of Section 9; W/2 of Section IO;
W/2 & W/2of E/2 of Section 15; All of Section 16;
All of Section 21;
W/2 & W/2 of E/2 of Section 22; W/2 of Section 27;
All of Section 28; E/2 of Section 29; E/2 of Section 32; All of Section 33; W/2 of Section 34; S/2 of Section 36; All of Section 37; All of Section 38; All of Section 39; All of Section 40;

Block 6, UL, Andrews and Martin Counties, Texas:

E/2 of W/2 & W/2 of E/2 of Section 22, Andrews County; S/2 & NW/4 of Section 34, Andrews County;
E/2 & E/2 of/2 of Section 35, Andrews County; All of Section 36, Andrews County;
All of Section 37, Andrews County; All of Section 38, Andrews County; All of Section 39, Andrews County; All of Section 40, Andrews County;
All of Section 42, Martin County; All of Section 43, Martin County;
S/2 & NW/4 of Section 44, Martin County;
All of Section 45, Andrews and Martin Counties; All of Section 46, Andrews County;
All of Section 47, Andrews County;
E/2 & NW/4 of Section 48, Andrews County; N/2 of Section 49, Andrews County.
Block 7, UL, Andrews and Martin Counties, Texas: All of Section I, Martin County;
All of Section 2, Martin County;
N/2 & SE/4 of Section 3, Andrews and Martin Counties; N/2 of Section 4, Andrews County;
N2 of Section 13, Martin County;
N/2 & SE/4 of Section 14, Martin County; E/2 of Section 15, Martin County;
S/2 of Section 26, Martin County; S/2 of Section 27, Martin County;
E/2 & SW/4 of Section 28, Martin County; All of Section 29, Martin County;
N/2 of Section 30, Martin County; N/2 of Section 31, Martin County.
Block 8, UL, Andrews County: All of Section 2;
All of Section 3;
N/2 of Section 4

City Council Meeting

Item Number: 17

Meeting Date: March 23, 2021

To: City Council / City Manager

From: Joseph Marynak, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR A 0.91-ACRE TRACT OF LAND OUT OF SECTION 5, BLOCK X, H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST LOOP 250 NORTH, APPROXIMATELY 966 FEET WEST OF NORTH MIDKIFF ROAD), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR AUTOMOBILE OR OTHER MOTORIZED VEHICLE SALES AND SERVICE; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

Purpose:

The applicant, Landon Torres is requesting a Specific Use Designation without Term for Automobile or other Motorized Vehicle Sales and Services on the property located at 3402 W Loop 250 North in order to open a new and used car dealership.

Recommended City Council Action:

Approve

Fiscal Impact:

Processing this request does not require any City funds.

Discussion:

Current Zoning:

RR, Regional Retail District

Surrounding Zoning and Land Use:

The property to the north is zoned SF-3, Single Family Dwelling District, and the location of vacant land. The properties to the east and west are zoned RR, Regional Retail District and the locations of a mini storage facility and a garden, respectively. The property to the south is zoned PD, Planned District for a Shopping Center, and the location of Midland Park Mall.

Analysis:

The property is located in the RR, Regional Retail District, which allows for the use of an Automobile or other Motorized Vehicle Sales and Service with the approval of a Specific Use Designation.

The property at 3402 West Loop 250 North is currently the site of vacant buildings. The applicant is proposing to remodel the existing buildings and redevelop the site into a dealership and service center for new and used automobiles. The combined area of the two buildings is approximately 7,700 square feet. The proposed site plan (Exhibit A) shows that there will be seven parking spaces in the front for display or customer parking. Additional parking will be provided in the rear of the property. The western building will be used for sales and delivery while the eastern building will be used for an indoor showroom and service center. The proposed hours of operations are the following:

Monday through Friday, from 8:00 a.m. to 6:00 p.m.

Per the zoning ordinance, a specific use designation without term is required for Automobile or other Motorized Vehicle Sales and Service within the RR, Regional Retail District.

The Automobile or othe Motorized Vehicle Sales and Services will need to comply with the standards as listed in Section 4.04.A.6 of the Zoning Ordinance.

6. Automobile or Other Motorized Vehicle Sales and Service Standards
a) Allowed by Specific Use Designation, according to the permitted Use Chart.
b) All exterior light sources shall be of a down-light type, indirect, diffused, or shielded type luminaries and so installed as to reduce glare effect and consequent interference with use of adjacent properties and boundary streets.
c) No intermittent or flashing lights shall be permitted.
d) Luminaries shall be mounted at a height not to exceed 30 feet as measured vertically from the horizontal surface of the nearest parking pavement.
e) All building façades shall be constructed with the same masonry materials that meet the masonry regulations for the zoning district in which the property is located.
f) No exterior auditory devices shall be permitted.

Additionally, parking requirements for the Automobile or other Motorized Vehicle Sales and Service will need to comply with the standards as listed in Section 6.02 Off-Street parking and Loading requirements of the Zoning Ordinance. The required parking spaces for this proposed use should be calculated as follows:

One space for each 400 square feet of Floor Area, minimum of five spaces

As indicated on the site plan, there are approximately 7,700 square feet of floor area between the two buildings. This would require 20 parking spaces; the applicant is proposing 27 spaces.

Fire: (Approved)

No objections.

Engineering: (Approved)

No objections.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Our staff has examined the FEMA flood map and it appears that this property lies partially within Zone AH, which is a Special Flood Hazard Area subject to inundation by the 1% annual chance flood.

An elevation certificate based off of construction drawings will be required to get a building permit to show compliance to the 1 foot of freeboard above the base flood elevation for residential structures. An elevation certificate based off of finish construction will be required for the Certificate of Occupancy.

Transportation: (Approved with Conditions)

With any significant changes to the site, access spacing will be required to adhere to the TxDOT Access Management Standards along the state highway.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Building Code: (Approved)

No objections.

Planning:

The majority of neighboring properties are developed in to retail and other commercial businesses. Therefore, development of this property into an automobile sales and service center would fit with the general character of the area. If building permits are required for this project, there is also an opportunity to beautify this site by bringing it up to the current standards of the City's Landscaping Regulations.

This request was recommended for denial by a three (3) to three (3) vote at the March 1, 2021 Planning and Zoning Commission meeting.

This request meets all requirements; therefore, staff recommends approval of the request of the Specific Use Designation without Term for Automobile Sales and Service, subject to Condition A through E.

Conditions:

A. That the use and development of the property shall significantly conform to the site plan (Exhibit A).

B. That the use of the Automobile Sales and Service shall conform to the standards as outlined in Section 4.04.A.6, of the Zoning Ordinance.

C. That the days and hours of operation of the Automobile or other Motorized Vehicle Sales and Service shall be limited to:

Monday through Friday, from 8:00 a.m. to 6:00 p.m.

D. That the off-street parking and loading shall conform to the standards as outlined in section 6.02.E of the Zoning Ordinance.

E. That the applicant shall obtain a Certificate of Occupancy prior to the commencement of the Automobile Sales and Service to ensure that the conditions of this permit are satisfied.

Letters of Objection:

As of March 17, 2021, staff has received two (2) letters of objection which constitute 28.6 percent of the 200-foot notification area. Since the objections exceed 20 percent of the notification area, a three-fourths vote is required by the City Council for this request to be approved.

Attachments:

Metes and Bounds (Exhibit A)
Site Plan (Exhibit B)
Application
Maps

Letter of Objections
Objection Map

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR A 0.91-ACRE TRACT OF LAND OUT OF SECTION 5, BLOCK X, H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE NORTH SIDE OF WEST LOOP 250 NORTH, APPROXIMATELY 966 FEET WEST OF NORTH MIDKIFF ROAD), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR AUTOMOBILE OR OTHER MOTORIZED VEHICLE SALES AND SERVICE; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation Without Term for a 0.91-acre tract of land out of Section 5, Block X, H.P. Hilliard Survey, City and County of Midland, Texas, said tract being the tract identified as "0.91 Acres" out of the 1.66-acre tract described by metes and bounds in Exhibit "A", which is attached hereto and incorporated herein (the "Property") as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation Without Term for Automobile or other Motorized Vehicle Sales and Service (the "Specific Use"), together with

the uses permitted in the present RR, Regional Retail District.

SECTION TWO. That the Property shall be subject to the following conditions and restrictions:

A. That the use and development of the Property for the Specific Use shall significantly conform to the site plan, which is attached hereto as Exhibit "B" and incorporated herein for all purposes.

B. That the use and development of the Property for the Specific Use shall conform to the development standards of Section 11-1-4.04.A.6 of the City Code.

C. That the days and hours of operation of the Specific Use shall be limited to Monday through Friday from 8:00 a.m. to 6:00 p.m.

D. That off-street parking shall be provided on the Property in accordance with Section 11-1-6.02.E of the City Code.

E. That the applicant shall obtain a Certificate of Occupancy prior to using the Property for the Specific Use to ensure that the conditions of this Specific Use Designation Without Term are satisfied.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the

descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

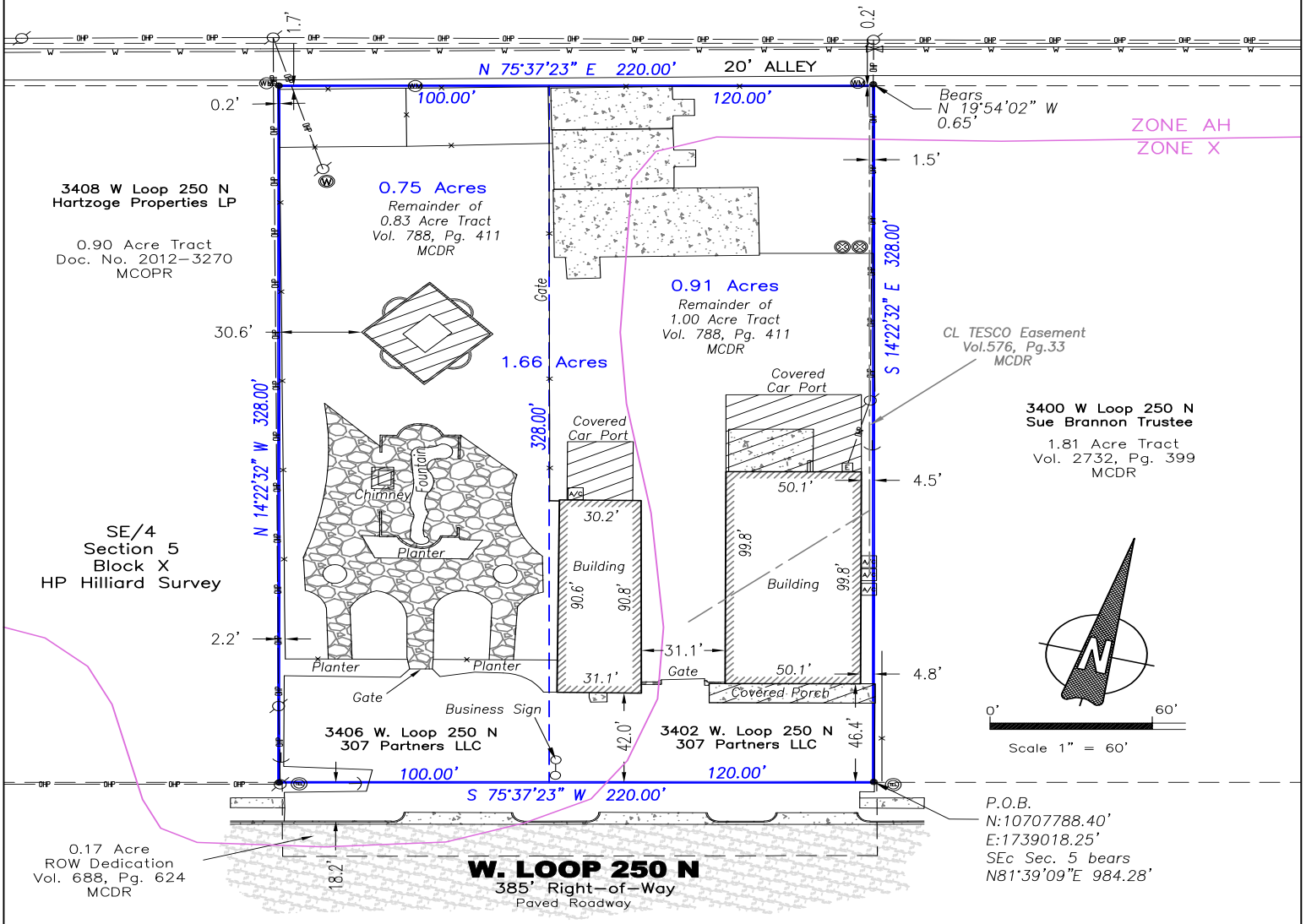
_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

TITLE SURVEY OF A 1.66 ACRE TRACT OF LAND IN THE SE/4 OF SECTION 5, BLOCK X, HP HILLIARD SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS



SURVEY BASED ON TITLE COMMITMENT GF NO. WTA-80C-48802014909 PROVIDED BY WEST TEXAS ABSTRACT TITLE COMPANY ISSUED NOVEMBER 20, 2020 WITH AN EFFECTIVE DATE OF NOVEMBER 6, 2020.
SCHEDULE B (survey related items):
10.
b. Right of Way Easement to Gulf Refining Company, recorded in V82, P323, MCDR. – DOES NOT AFFECT
c. Right of Way to State of Texas, recorded in V115, P612, MCDR. – DOES NOT AFFECT
d. Easement and Right of Way to Texas Electric Service Company, recorded in V292, P326. MCDR. – DOES NOT AFFECT
e. Easement to Gulf Pipe Line Company and Gulf Gulf Production Company, recorded in V406, P720, MCDR. – DOES NOT AFFECT
f. Easement to Texas Electric Service Company, recorded in V430, P353, MCDR. – DOES NOT AFFECT
g. Guy and Anchorage Permit to Texas Electric Service Company, recorded in V464, P218, MCDR. – DOES NOT AFFECT
h. Easement and Right of Way to The Public, recorded in V567, P112 and V568, P1, MCDR. – DOES NOT AFFECT
i. Easement and Right of Way to Texas Electric Service Company, recorded in V568, P246, MCDR. – DOES NOT AFFECT
j. Easement and Right of Way to Texas Electric Service Company, recorded in V576, P33, MCDR. – AFFECTS, SHOWN

FLOOD NOTE:
Part of this Property is in Zone AH and DOES LIE within a Special Flood Hazard Area as graphically scaled onto FEMA Map No. 48329C0067F, Dated September 16, 2005, Prepared for Midland County, Texas.

I, Aaron S. Burrell, do hereby certify: This plat represents a legal survey made on the ground on December 02, 2020, by me, of the property legally described hereon. All information shown is true and correct to the best of my knowledge and belief.

08 December 2020

STATE OF TEXAS
REGISTERED
AARON SCOTT BURRELL
5689
PROFESSIONAL
LAND SURVEYOR

Aaron S. Burrell
Registered Professional Land Surveyor
Texas No. 5689

LEGEND

- Fd ½" Iron Rod
- Power Pole
- Water Meter
- Water Well
- Air Conditioner
- Sewer Cleanout
- Guy Wire
- Electric Meter
- Telephone Ped.
- Fence
- Rock

Bearings shown on this survey are relative to the Texas Coordinate System, NAD 1983, Central Zone (CORS).

AARON BURRELL LAND SURVEYORS, LLC.

PACKET 17.10

Professional Land Surveying & Mapping
Aaron Burrell Land Surveyors, LLC
TBPLS Firm No. 10194217
415 W. Wall St., Suite 204 Midland, Texas 79701
P.O. Box 81041 Midland, Texas 79708
432-848-4439
www.asbsurveyors.com

April 27, 2021

METES & BOUNDS DESCRIPTION OF A 1.66 ACRE TRACT OF LAND IN THE SE/4 OF SECTION 5, BLOCK X, HP HILLIARD SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

Legal Description: 1.66 Acres of Land in the Southeast Quarter of Section 5, Block X, HP Hilliard Survey and Being All of a 1.00 Acre Tract and a 0.83 Acre Tract recorded in Volume 788 Page 411, Deed Records, Less and Except a 0.17 Acre Right of Way Dedication recorded in Volume 688 Page 624, Deed Records, all in the City of Midland, Midland County, Texas.

Boundary more fully described by metes and bounds as follows:

Beginning at (N: 10707788.40', E: 1739018.25') a 1/2" iron rod found in the north right of way line of W. Lop 250 N in the east line of said 1.00 acre tract and the west line of a 1.81 acre tract recorded in Volume 2732 page 399, Deed Records, being the southeast corner of this tract, whence the southeast corner of said Section 5 bears North 81°39'09" East, a distance of 984.28 feet;

Thence South 75°37'23 West with the north right of way line of said W. Loop 250 N, at a distance of 120.00 feet pass the west line of said 1.00 acre tract and the east line of said 0.83 acre tract, continuing for a total distance of 220.00 feet to a 1/2" iron rod found in the west line of said 0.83 acre tract and the east line of a 0.90 acre tract recorded in Document No. 2012–3270, Official Public Records, being the southwest corner of this tract;

Thence North 14°22'32" West with the west line of said 0.83 acre tract and the east line of said 0.90 acre tract, a distance of 328.00 feet to a 1/2" iron rod found in the south line of a 20 Foot Alley at the northwest corner of said 0.83 acre tract and the northeast corner of said 0.90 acre tract, being the northwest corner of this tract;

Thence North 75°37'23" East with the south line of said 20 Foot Alley, at a distance of 100.00 feet pass the northeast corner of said 0.83 acre tract and the northwest corner of said 1.00 acre tract, continuing for a total distance of 220.00 feet to a point for the northeast corner of said 1.00 acre tract and the northwest corner of said 1.81 acre tract, being the northeast corner of this tract, whence a 1/2" iron rod found near this corner bears North 19°54'02" West, a distance of 0.65 feet;

Thence South 14°22'32" East with the east line of said 1.00 acre tract and the west line of said 1.81 acre tract, a distance of 328.00 feet to the Point of Beginning;

Containing 1.66 acres of land.

Bearings, Distances, and Coordinates are based on the Texas Coordinate System, NAD 83, Central Zone (CORS).

08 December 2020

STATE OF TEXAS REGISTERED AARON SCOTT BURRELL 5689 PROFESSIONAL LAND SURVEYOR

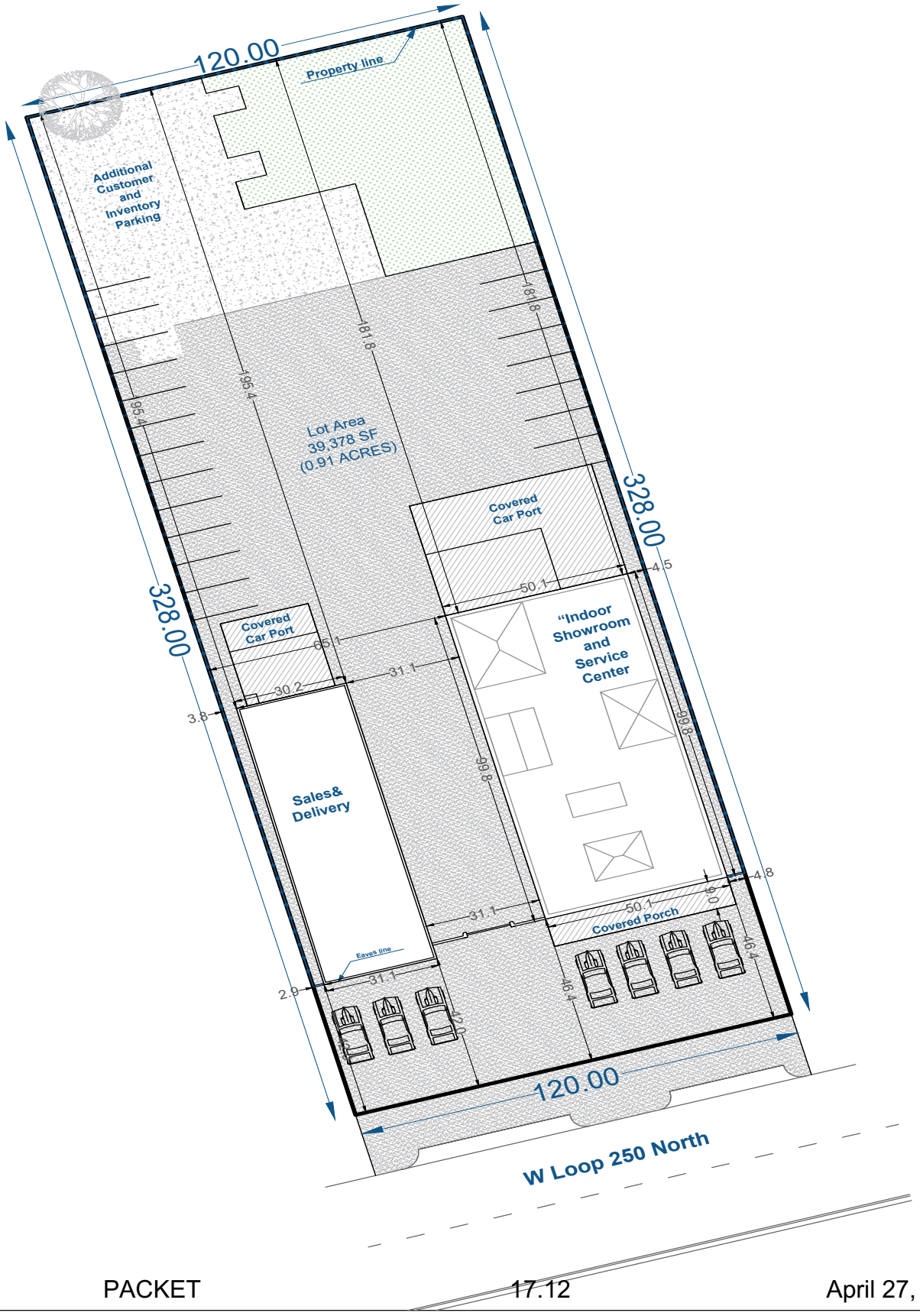
Aaron S. Burrell
Registered Professional Land Surveyor
Texas No. 5689

AARON BURRELL LAND SURVEYORS, LLC.

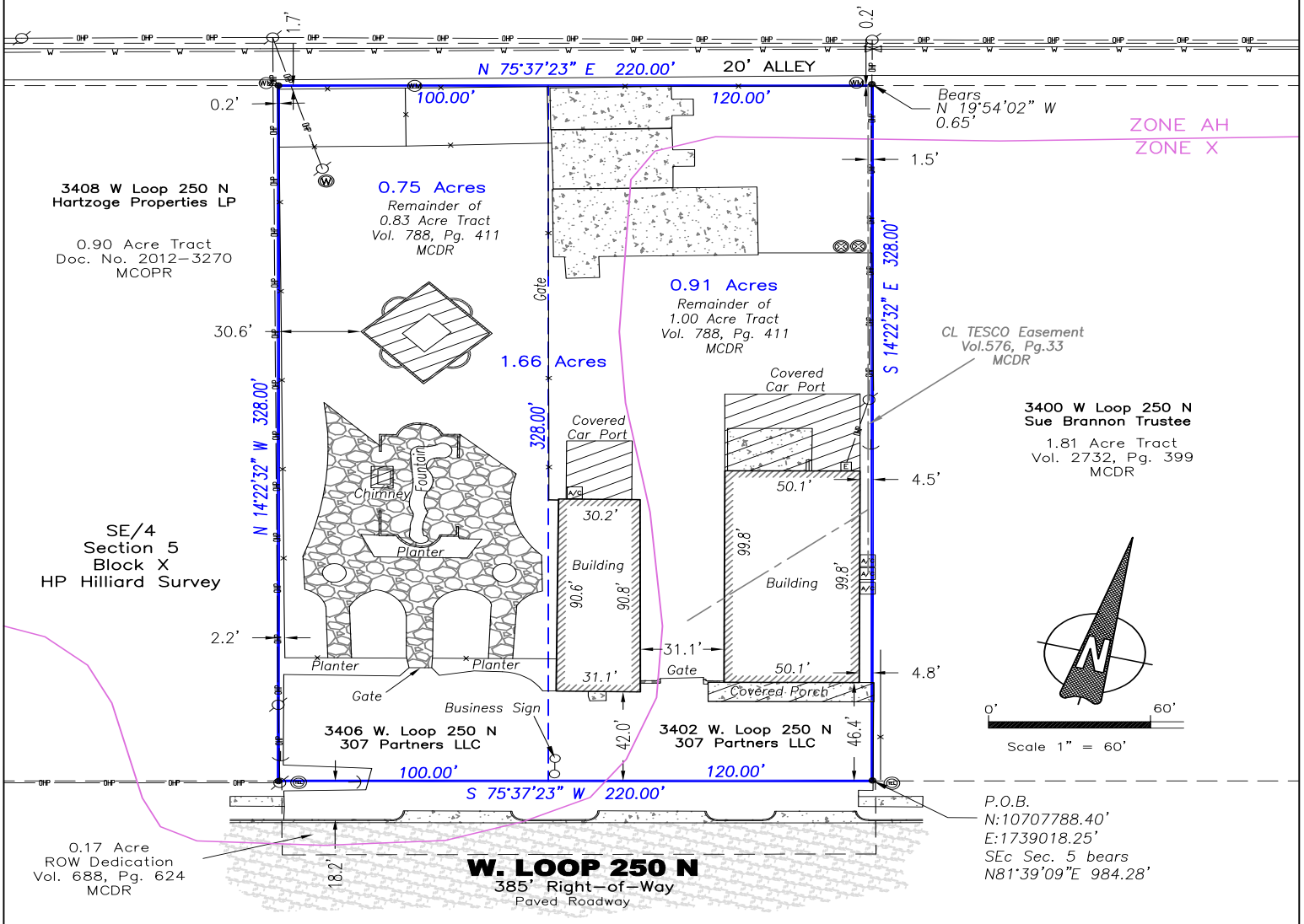
Professional Land Surveying & Mapping
Aaron Burrell Land Surveyors, LLC
TBPLS Firm No. 10194217
415 W. Wall St., Suite 204 Midland, Texas 79701
P.O. Box 81041 Midland, Texas 79708
432-848-4439
www.asbsurveyors.com

EXHIBIT "B"

	Parcel#: 0001080.391.0010 Address: 3402 W Loop 250 North City, State, ZIP: Midland, Texas 79707 Purpose : Specific Use Designation Application Scale: 1"=30'	Owners: HERITAGE PROPERTIES Legal Info.: SEC: 5 SE/4 SURV: H P HILLIARD BLK: X Land Use Cat.: MISCELLANEOUS	



TITLE SURVEY OF A 1.66 ACRE TRACT OF LAND IN THE SE/4 OF SECTION 5, BLOCK X, HP HILLIARD SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS



SURVEY BASED ON TITLE COMMITMENT GF NO. WTA-80C-48802014909 PROVIDED BY WEST TEXAS ABSTRACT TITLE COMPANY ISSUED NOVEMBER 20, 2020 WITH AN EFFECTIVE DATE OF NOVEMBER 6, 2020.
SCHEDULE B (survey related items):
10.
b. Right of Way Easement to Gulf Refining Company, recorded in V82, P323, MCDR. – DOES NOT AFFECT
c. Right of Way to State of Texas, recorded in V115, P612, MCDR. – DOES NOT AFFECT
d. Easement and Right of Way to Texas Electric Service Company, recorded in V292, P326. MCDR. – DOES NOT AFFECT
e. Easement to Gulf Pipe Line Company and Gulf Gulf Production Company, recorded in V406, P720, MCDR. – DOES NOT AFFECT
f. Easement to Texas Electric Service Company, recorded in V430, P353, MCDR. – DOES NOT AFFECT
g. Guy and Anchorage Permit to Texas Electric Service Company, recorded in V464, P218, MCDR. – DOES NOT AFFECT
h. Easement and Right of Way to The Public, recorded in V567, P112 and V568, P1, MCDR. – DOES NOT AFFECT
i. Easement and Right of Way to Texas Electric Service Company, recorded in V568, P246, MCDR. – DOES NOT AFFECT
j. Easement and Right of Way to Texas Electric Service Company, recorded in V576, P33, MCDR. – AFFECTS, SHOWN

FLOOD NOTE:
Part of this Property is in Zone AH and DOES LIE within a Special Flood Hazard Area as graphically scaled onto FEMA Map No. 48329C0067F, Dated September 16, 2005, Prepared for Midland County, Texas.

I, Aaron S. Burrell, do hereby certify: This plat represents a legal survey made on the ground on December 02, 2020, by me, of the property legally described hereon. All information shown is true and correct to the best of my knowledge and belief.

08 December 2020

STATE OF TEXAS REGISTERED AARON SCOTT BURRELL 5689 PROFESSIONAL LAND SURVEYOR

Aaron S. Burrell
Registered Professional Land Surveyor
Texas No. 5689

LEGEND

- Fd ½" Iron Rod
- Power Pole
- Water Meter
- Water Well
- Air Conditioner
- Sewer Cleanout
- Guy Wire
- Electric Meter
- Telephone Ped.
- Fence
- Rock

Bearings shown on this survey are relative to the Texas Coordinate System, NAD 1983, Central Zone (CORS).

AARON BURRELL LAND SURVEYORS, LLC.

PACKET 17.13

Professional Land Surveying & Mapping
Aaron Burrell Land Surveyors, LLC
TBPLS Firm No. 10194217
415 W. Wall St., Suite 204 Midland, Texas 79701
P.O. Box 81041 Midland, Texas 79708
April 27, 2021
432-848-4439
www.asbsurveyors.com

METES & BOUNDS DESCRIPTION OF A 1.66 ACRE TRACT OF LAND IN THE SE/4 OF SECTION 5, BLOCK X, HP HILLIARD SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

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Containing 1.66 acres of land.

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08 December 2020

STATE OF TEXAS REGISTERED AARON SCOTT BURRELL 5689 PROFESSIONAL LAND SURVEYOR

Aaron Scott Burrell
Registered Professional Land Surveyor
Texas No. 5689

AARON BURRELL LAND SURVEYORS, LLC.

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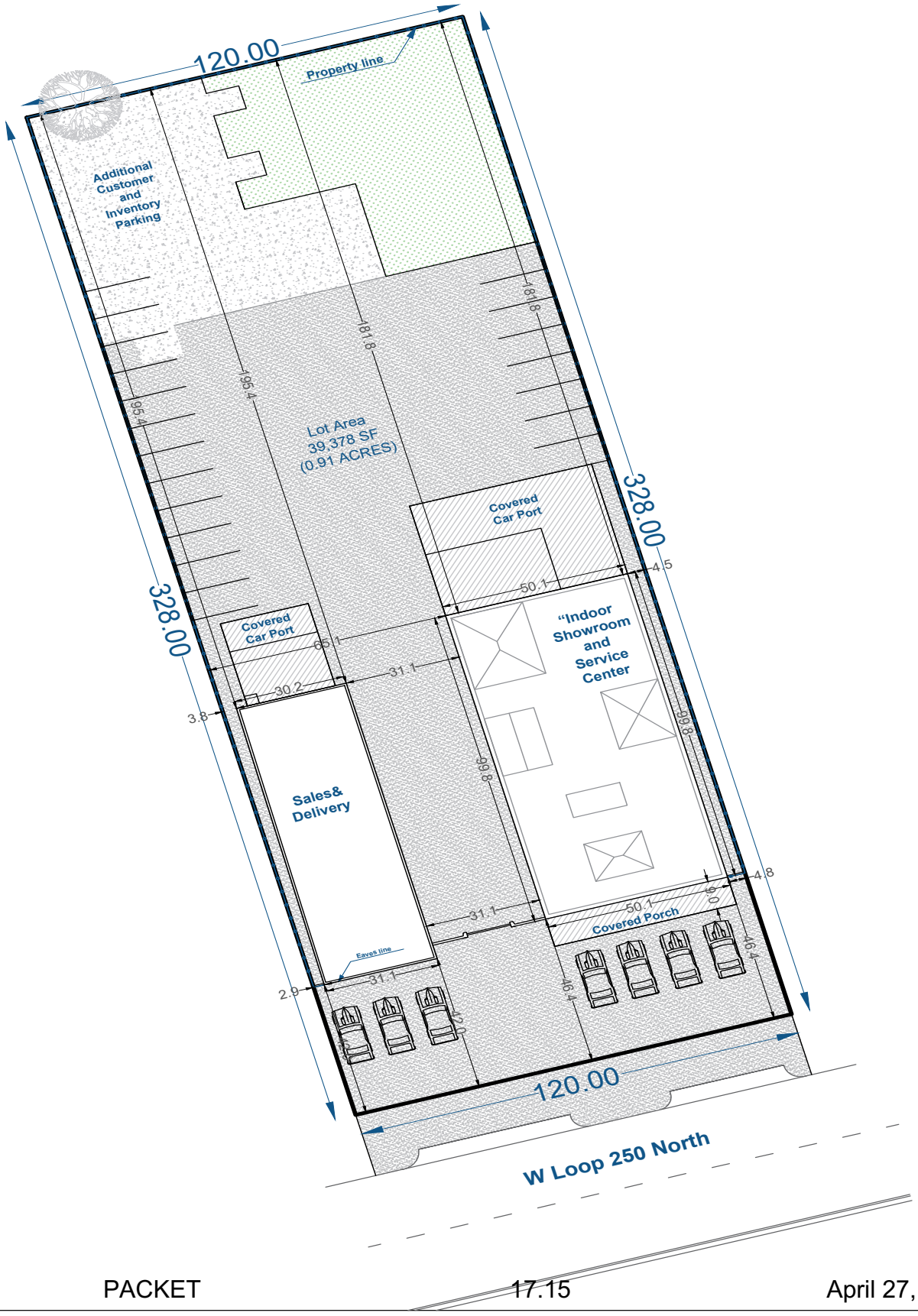
Parcel#: 0001080.391.0010
Address: 3402 W Loop 250 North
City, State, ZIP: Midland, Texas 79707
Purpose : Specific Use Designation Application

Scale: 1"=30'

Owners: HERITAGE PROPERTIES

Legal Info.: SEC: 5 SE/4 SURV: H P HILLIARD BLK: X

Land Use Cat.: MISCELLANEOUS



MIDLAND
Planning Division

Specific Use Designation Application (Non-Alcohol)

Case Number: SUDwo-21-0021

Ord. Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Landon Torres		Phone 432-664-7764 Email	
Address PO Box 80789	City Midland	State TX	Zip 79708

Property Owner Printed Name: Jeff Somers (307 Partners, LLC)		Phone 432-664-7764 Email	
Address 3402 W Loop 250 N	City Midland	State TX	Zip 79707

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name: Landon Torres		Phone 432-664-7764 Email	
Address PO Box 80789	City Midland	State TX	Zip 79708

Type of Permit: SUD

For Office Use Only
☐ with Term ☐without Term

Is there any Code Enforcement action pending on property? ☐ Yes ■ No

Street Address: 3402 W Loop 250 N

Legal Description
Lot: 10 Block: 391 Subdivision:

Current Zoning: RR

Maximum Floor Area: 7700 **Maximum Occupancy:** 30

Proposed hours and days of use or operation: Monday-Friday 8:00 AM-6:00 PM Motor vehicle sales and repair.
A business providing sales, display and service of new and used motorized vehicles

Reason for request: Texland plans to open a retail location on Loop 250 to gain a competitve location to other dealers and service centers in this area of town.

Applicant's opinion as to why the request will not adversely affect the public safety, health, morals, general welfare, and convenience: There are already other dealerships and service centers for vehicles on loop 250 within a two miles radius both ways that handle a much larger volume of vehicle sales and service work. Texland will conduct business in a similar way that will not affect the general welfare of the public.

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan showing
  - Parking (if applicable)
  - Building Footprint
- Digital Copies of Site Plan (PDF/JPEG)

Signatures	
Applicant (signature):	Date: 1/12/2021
Applicant (printed): Landon Torres	
Property Owner (signature):	Date: 1/12/2021
Property Owner (printed) : Jeff Somers	

The Specific Use Designation shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Landon Torres who, being by me duly sworn, upon oath says: That (s)he is authorized by Jeff Somers, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (*signature*)

Subscribed and sworn to before me, this 20 day of January, 2021, to certify which witness my hand and seal of office.

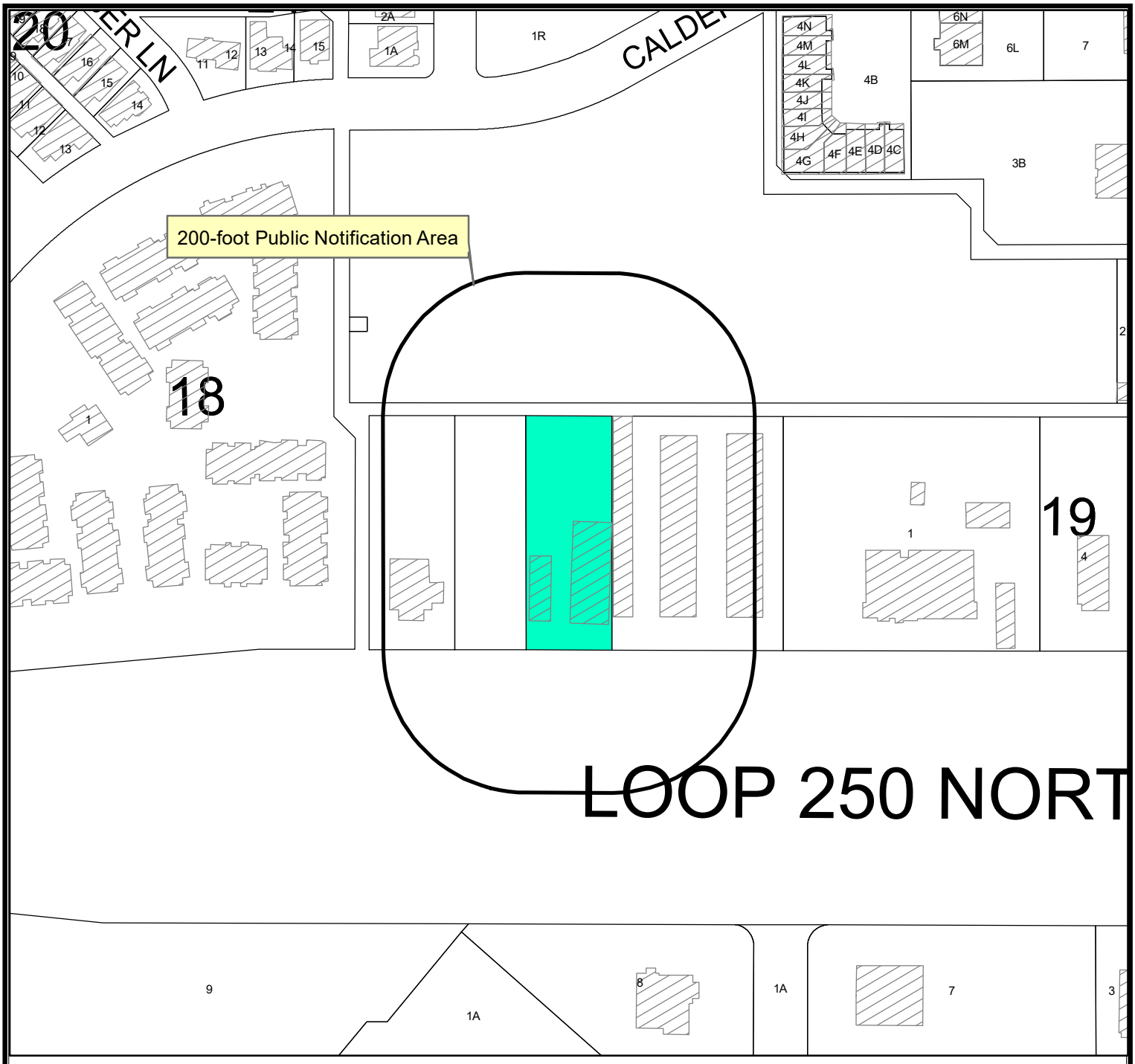
CANDAS LUCKETT
Notary Public, State of Texas
Comm Expires 03-15-2023
Notary ID 126027725

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☑ Dimensioned Site Plan
☐ Application Fee	☐ Site Plan in Digital Format (PDF/JPEG)
Check # 01029	
Received By: Joseph Manjarrez	Date: RECEIVED JAN 21 2021 BY:

****Application will not be considered for scheduling until reviewed by a planner.****



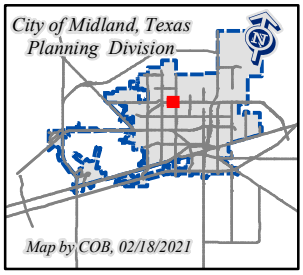
LOCATION MAP

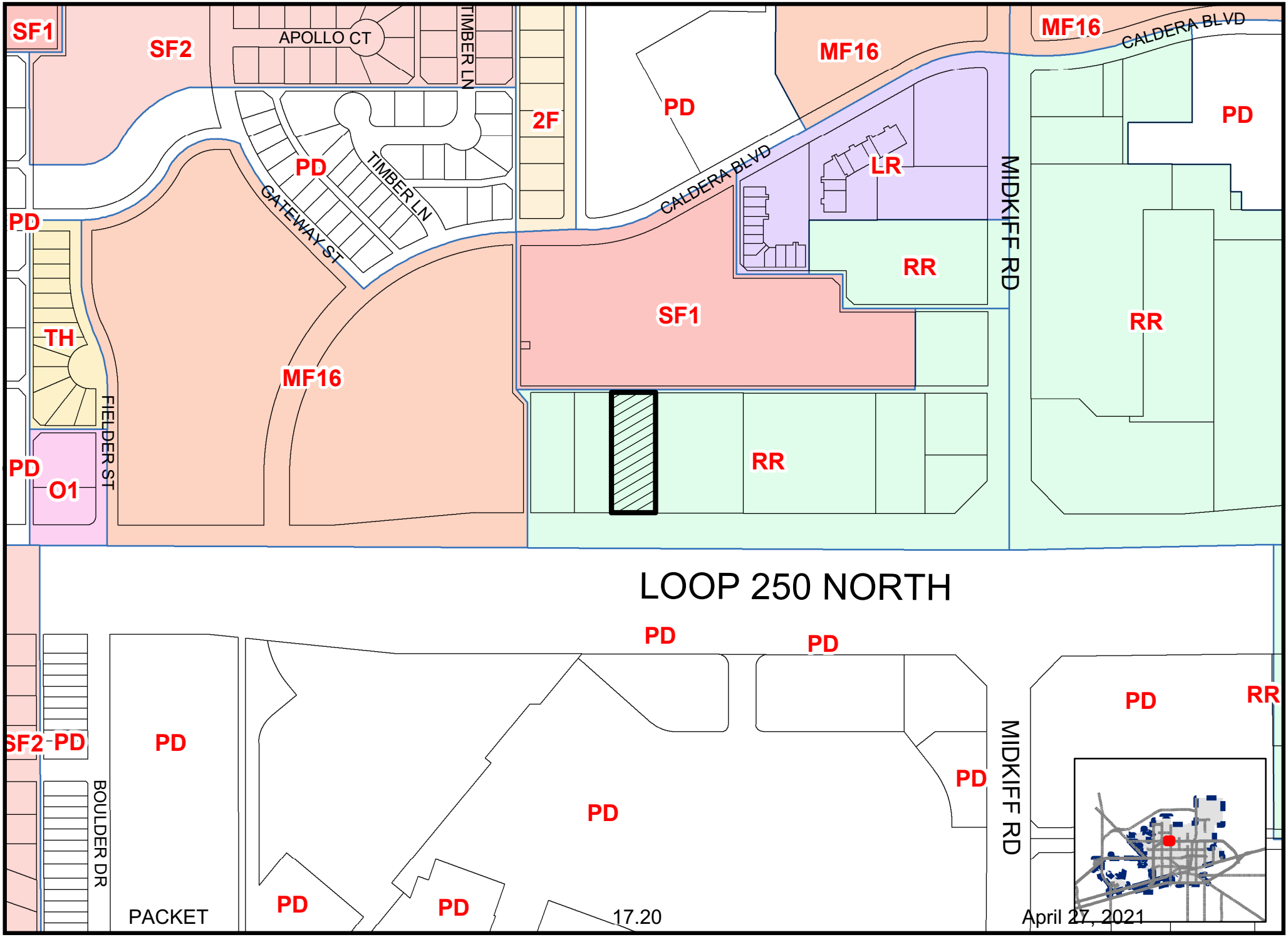
SUDwo-21-0021 **Scale: 1" = 200'**

Consider a Specific Use Designation without Term for Automobile or other Motorized Vehicle Sales and Services on a 0.904-acre tract of land located in Section 5, Block X, HP Hilliard Survey, City and County of Midland, Texas. (Generrally located on the north side of W. Loop 250 North, approximately 966-feet west of N. Midkiff Road. Council District 1)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS





Map By JM, 02/23/2021

SUDwo-21-0021

Scale: 1" = 200'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

RECEIVED
FEB 2 5 2021
BY: .....?.....
Site plan?

MIDLAND
Planning Division

BRANNON SUE TRUSTEE
4501 CARDINAL LANE
MIDLAND TX 79707

PUBLIC NOTICE

The **Planning and Zoning Commission** of the City of Midland, Texas will hold a public hearing at **3:30 p.m.** on **Monday**, **March 1, 2021,** in the Council Chambers, City Hall, 300 N. Loraine, Midland, TX 79701, and via videoconference on a request by **Landon Torres** for approval of a **Specific Use Designation without Term** on the following described property:

LEGAL DESCRIPTION: On a 0.904-acre tract of land located in Section 5, Block X, HP Hilliard Survey, City and County of Midland, Texas.

LOCATION: Generally located on the north side of W. Loop 250 North, approximately 966 feet west of N. Midkiff Road. (Council District 1)

CURRENT ZONING: RR, Regional Retail District.

SPECIFIC USE: Automobile or other Motorized Vehicle Sales and Services.

I highly Object to this Zone change!

Not to be considered a part of the Public Notice: 1) See reverse side for location map; 2) In order to be considered as an official objection to this request a response **must be submitted by mail or delivered *in writing*** to the Planning Division at the address listed above. An official objection may be filed by completing this notice and returning it to the address listed above.

I object to this request ✓ **Comments:** We do not need a car dealership on this used car lot Existing bldg will not accomodate a service repair department Land is not large enough for this 868 Storage Units

Required Information:

Sue Brannon	SUE BRANNON	3400 W Loop 250 North
Property Owner's Signature	Printed Name	Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division, at 685-7400. Si usted desea más información en Español sobre este caso, llame al: 685-7400

Notices Mailed: 3
Date Mailed: 02/19/2020
Case Number: SUDwo-21-0021
Case Name: 307 Partners, LLC
Planner's Initials: JM Joseph Main

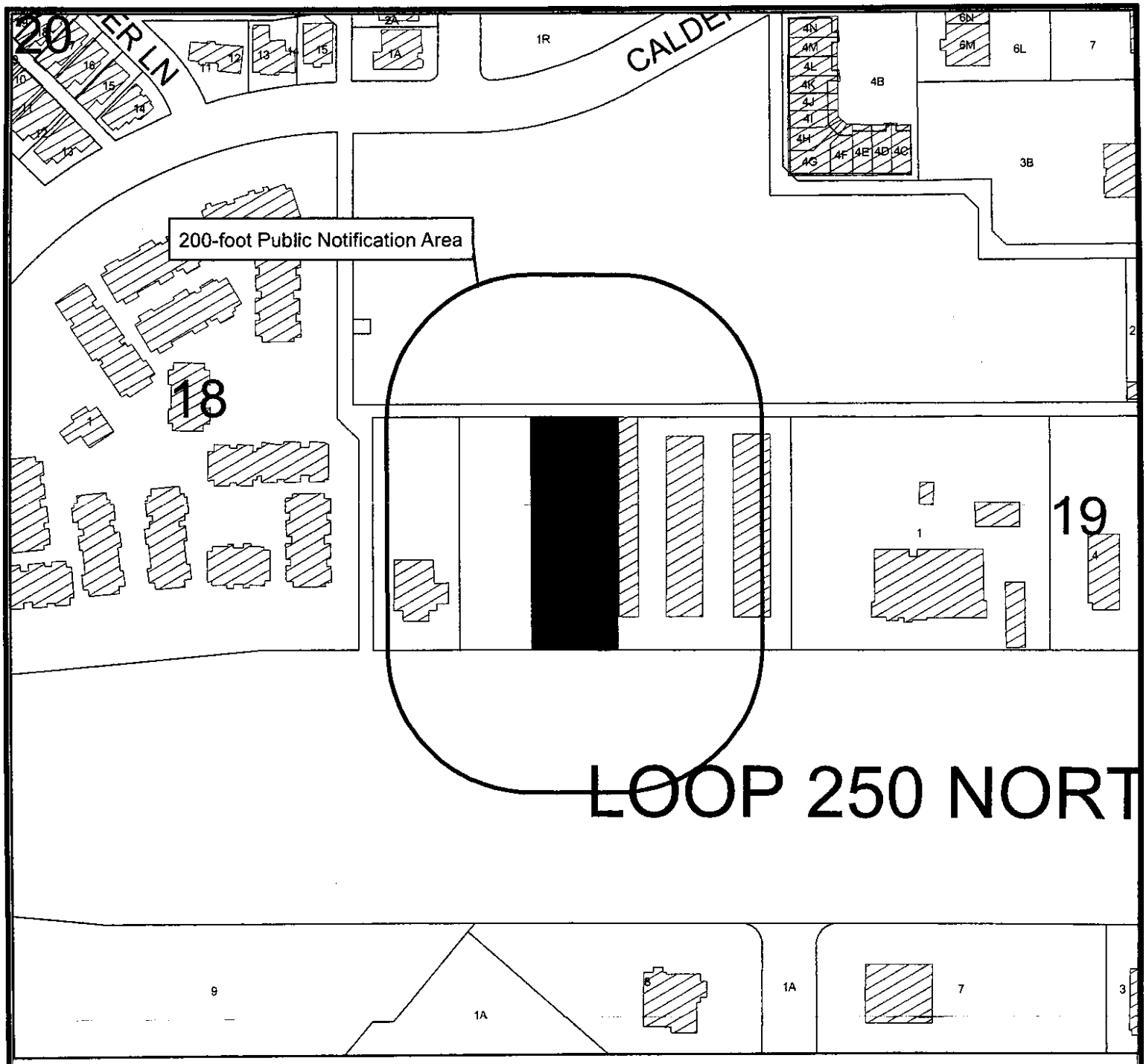
Cristina Odenborg Burns
Planning Division Manager
Department of Development Services

Mailed Feb 26 2021

The meeting facility is accessible to disabled persons. A wheelchair entry ramp is located at the southeast entrance to City Hall. A parking space designated for use by disabled persons is available near the southeast entrance doors. Any disabled person needing special accommodations or hearing impaired persons wishing to have an interpreter should request services through the Administrative Services Department at least 48 hours prior to the scheduled meeting by contacting Compliance Coordinator for the City of Midland at (432) 685-7251. If communication via TDD is required, please call 1-800-735-2989. Video conference information can be found on the City of Midland's website: http://www.midlandtexas.gov/9671/PrimeGov-Meetings

868 Storage Units
Sue Brannon
4501 Cardinal Lane
Midland, Texas 79707

Sole Owner of
868 Storage Units + Property
6945588



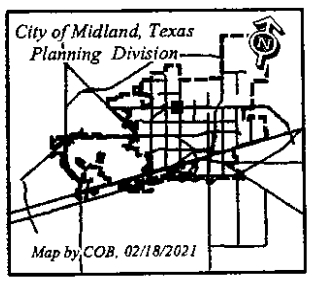
LOCATION MAP

SUDwo-21-0021 **Scale: 1" = 200'**

Consider a Specific Use Designation without Term for Automobile or other Motorized Vehicle Sales and Services on a 0.904-acre tract of land located in Section 5, Block X, HP Hilliard Survey, City and County of Midland, Texas. (Generrally located on the north side of W. Loop 250 North, approximately 966-feet west of N. Midkiff Road. Council District 1)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



TOWN & COUNTRY VETERINARY HOSPITAL

3408 W. Loop 250 N • Midland, TX 79707 • 432-520-4427

February 25, 2021

Cristina Odenborg Burns
Planning Manager
Planning & Zoning Commission
300 N. Loraine, Ste. 440
Midland, TX 79701

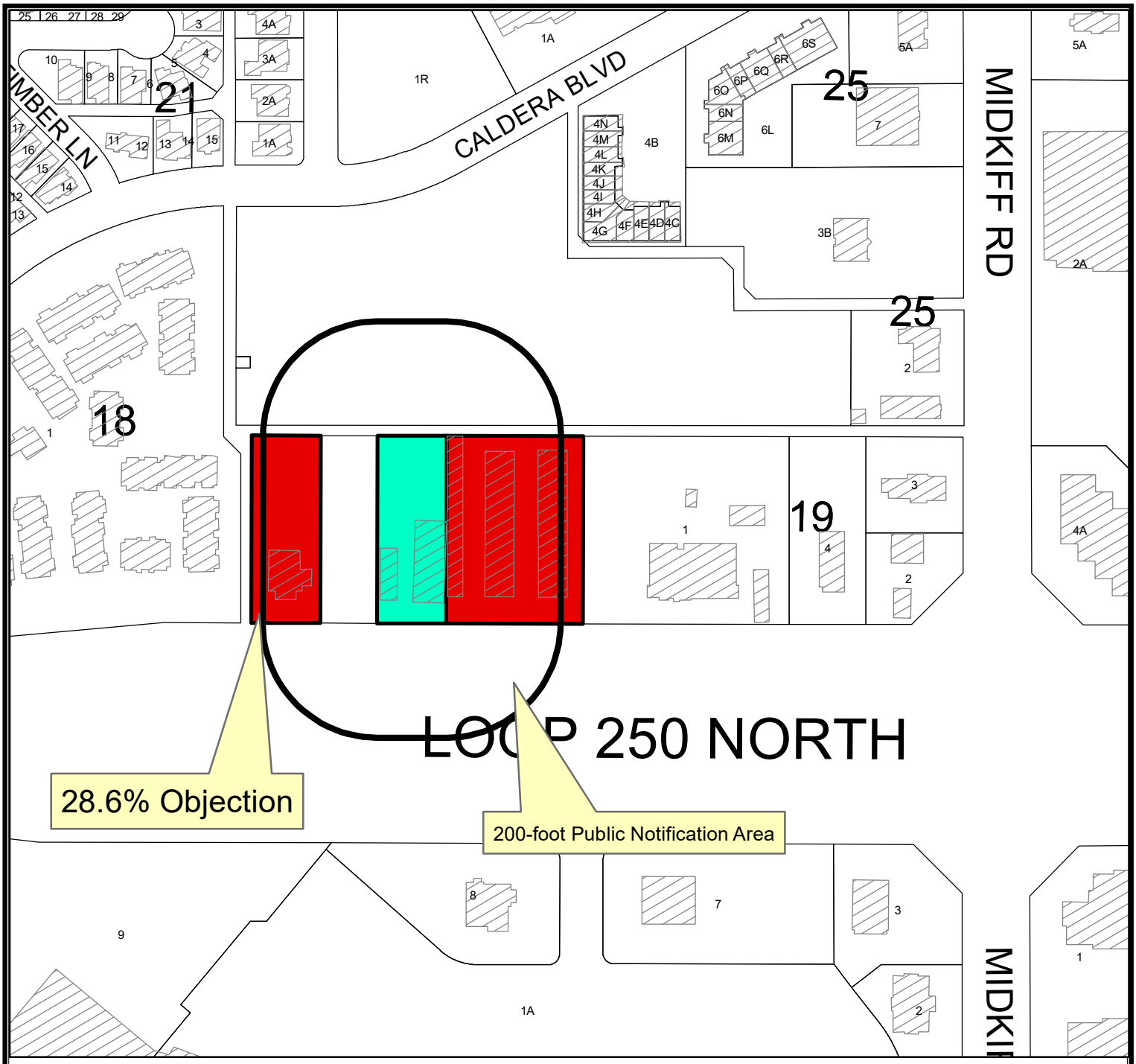
Dear Mrs. Burns:

My name is Riordan L. Hartzoge. I am the owner of Town and Country Veterinary Hospital, located at 3408 W. Loop 250 N. This letter is to inform you that I am in protest of the potential rezoning of both 3404 W Loop 250 N and 3406 W Loop 250 N for specific use designation without term. I am joining this protest with Sue Brannon, owner of the 868 Storage Units directly to the East of the potential rezoning area.

If you have any further questions, please feel free to contact me at the number below.

Thank you,

Riordan L. Hartzoge, DVM
432-520-4427



LOCATION MAP

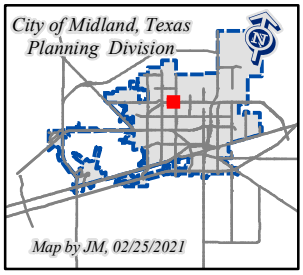
SUDwo-21-0021 **Scale: 1" = 250'**

Consider a request by Landon Torres for a Specific Use Designation without Term for Automobile Sales and Service, on a 0.904-acre tract of land located in Section 5, Block X, HP Hilliard Survey, City and County of Midland, Texas.

Generally located on the north side of W. Loop 250 North, approximately 966 feet west of N. Midkiff Road. (Council District 1)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



April 27, 2021




Texans Helping Te
H-E-B




FOR
SALE
1.65 Acres

City Council Meeting

Item Number: 18

Meeting Date: April 13, 2021

To: City Council / City Manager

From: Joseph Marynak, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE THE SOUTH 50 FEET OF THE NORTHWEST QUARTER AND THE NORTH 50 FEET OF THE SOUTHWEST QUARTER OF BLOCK 19, HOMESTEAD ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF NORTH TERRELL STREET, APPROXIMATELY 143 FEET SOUTH OF EAST KANSAS AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

Purpose:

The applicant, Eliseo Carreon, is requesting a Zone Change from MF-22, Multiple Family Dwelling District to SF-3 Single Family Dwelling District at 706 and 708 North Terrell Street to construct single family residences.

Recommended City Council Action:

Approve

Fiscal Impact:

This request does not require any City funds.

Discussion:

Current Zoning:

MF-22, Multiple Family Dwelling District

Surrounding Zoning and Land Use:

The properties to the north, south, and west are zoned MF-22, Multiple Family Dwelling District, and the locations of single-family residences. The properties to the east are zoned RR, Regional Retail District and the locations of vacant land and a single family residence.

Analysis:

The applicant is requesting this zone change to be able to construct single-family homes. The properties are currently at the final phase of the platting process. Approval of this zone change is required for the lots to conform to the dimensional regulations of the Zoning Ordinance.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No objection.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2017 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

Engineering: (Approved)

No objection to zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Code: (Approved)

No Oil and Gas issues.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Planning:

Under the previous zoning code, the current zoning district would have allowed for construction of single family homes, which allowed for the proliferation of their construction in this area. Under the new Zoning Ordinance adopted in 2019, construction of single family homes was restricted to single-family dwelling districts.

This request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 3 An Integrated Land Use Vision, “Future Land Use Map” as it designates this area for Urban Medium Neighborhood Center, a classification which calls for a mix of uses including single family detached housing.

This request was recommended for approval at the March 1, 2021 Planning and Zoning Commission meeting.

Therefore, staff recommends approval of this zone change from MF-22, Multiple Family Dwelling District to SF-3, Single Family Dwelling District, subject to condition A.

Conditions:

A. That the use and development of this property shall conform to the regulations of the SF-3, Single Family Dwelling District.

Letters of Objection:

Staff has not received any letters of objection as of March 17, 2021.

Attachments:

Application
Maps
Preliminary plat of Homestead, Section 18

Robert Patrick

City Manager’s Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE THE SOUTH 50 FEET OF THE NORTHWEST QUARTER AND THE NORTH 50 FEET OF THE SOUTHWEST QUARTER OF BLOCK 19, HOMESTEAD ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF NORTH TERRELL STREET, APPROXIMATELY 143 FEET SOUTH OF EAST KANSAS AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning the south 50 feet of the northwest quarter and the north 50 feet of the southwest quarter of Block 19, Homestead Addition, City and County of Midland, Texas (the "Property") to SF-3, Single-Family Dwelling District, as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all

other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2021, at a regular

meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: Z-21-0217

Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Property Owner Printed Name: Eliseo Carreon		Phone (817) 841-5269 Email ec71061@gmail.com	
Address 3117 Mariana Av.	City Midland	State TX	Zip 79701

Representative *(if different from Applicant or Property Owner)* Firm: Schumann Engineering Printed Name: Eduardo L. Aleman		Phone (432) 684-5548 Email ealeman@schumann online.net.	
Address 800 N. Marienfeld, Suite 100	City Midland	State Tx	Zip 79701

Street Address: 706 & 708 N. Terrell

Legal Description
Lot: 9-10 Block: 19 Subdivision: Homestead Addn Sec. 18. (Platting Process)

Current Zoning: MF-22

Proposed Zone: SF-3
(List by tracts if more than one district is requested)

Reason for Zone Change Request: To meet Minimum Lot widths of 50'

Present Use of Property: Vacant Lots

Proposed Use of Property: Residence

How would this zone change affect the public health, safety and welfare?

Describe how conditions affecting the property have changed since present zoning designation:

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature): Eduardo L. Aleman	Date: 2-2-21
Applicant (printed): Ed Aleman	
Property Owner (signature): Eliseo	Date: 2-2-21
Property Owner (printed) : Eliseo Carreon	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear Ed Aleman who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or authorized by Eliseo Carreon the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Eduardo L. Aleman
Authorized Agent (signature)

Subscribed and sworn to before me, this 2nd day of February, 20 21, to certify which witness my hand and seal of office.

HUNTER WAYNE HALL
Notary Public, State of Texas
Comm. Expires 06-05-2024
Notary ID 132509132

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☐ Dimensioned Site Plan
☑ Application Fee	☑ Plans in Digital Format (PDF/JPEG)
Check # 1559	
Received By: Joseph Maynak	Date: RECEIVED FEB 02 2021 BY:

****Application will not be considered for scheduling until reviewed by a planner.****

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date:
Applicant (printed):	
Property Owner (signature): Minerva Gutierrez	Date: 2/25/21
Property Owner (printed) :	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear Eduardo Aleman who, being by me duly sworn, upon oath says: That (s)he is the owner of Minerva or authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

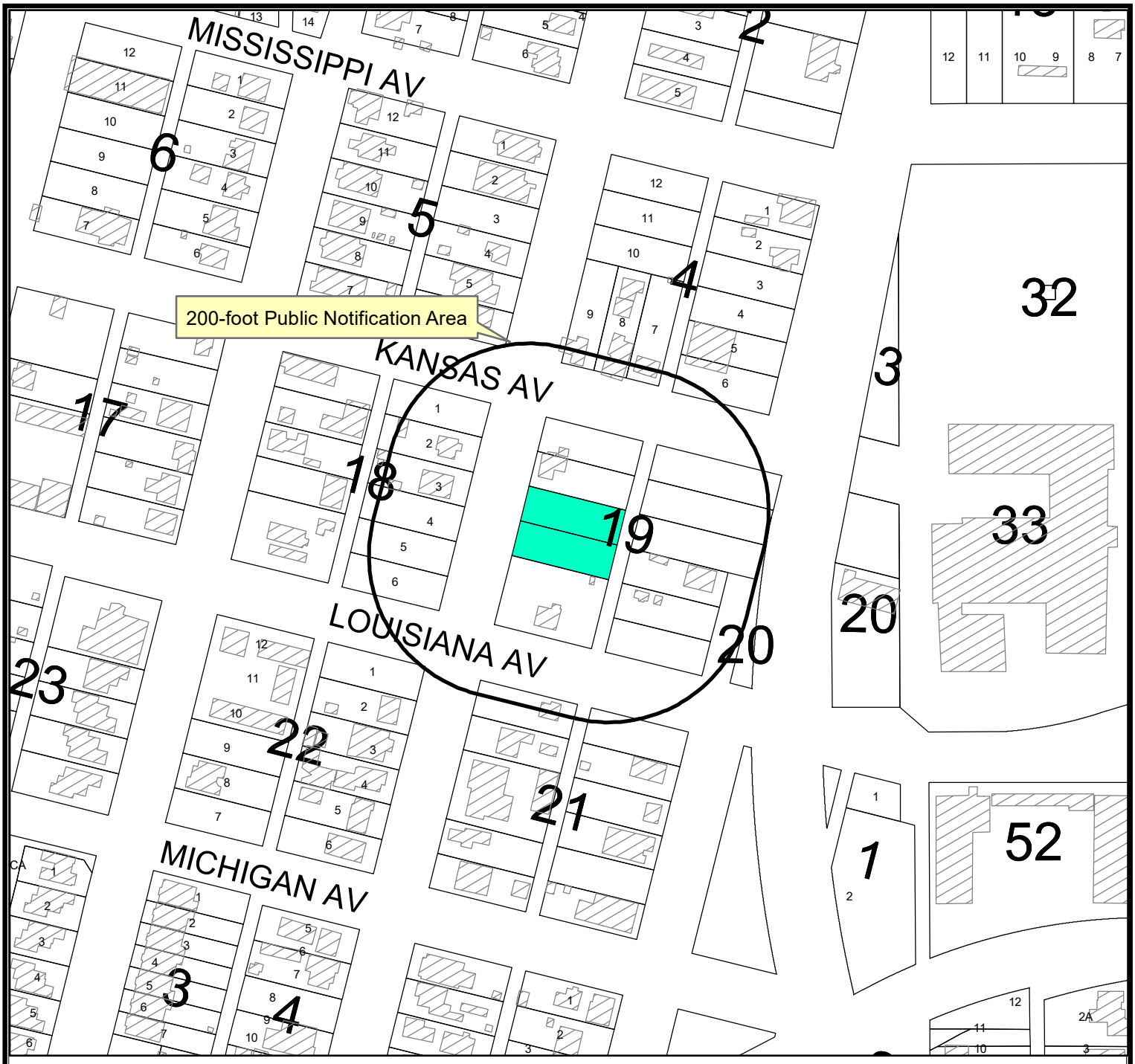
Eduardo L Aleman
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 25th day of February, 2021, to certify which witness my hand and seal of office.

HUNTER WAYNE HALL
Notary Public, State of Texas
Comm. Expires 06-05-2024
Notary ID 132509132

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
☐ Property Owner Authorization	☐ Dimensioned Site Plan
☐ Application Fee	☐ Plans in Digital Format (PDF/JPEG)
Check # _____	
Received By:	Date:



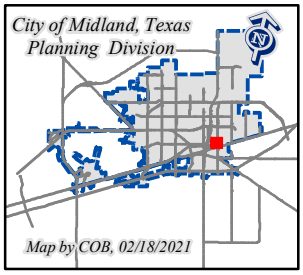
LOCATION MAP

Z-21-0217 **Scale: 1" = 200'**

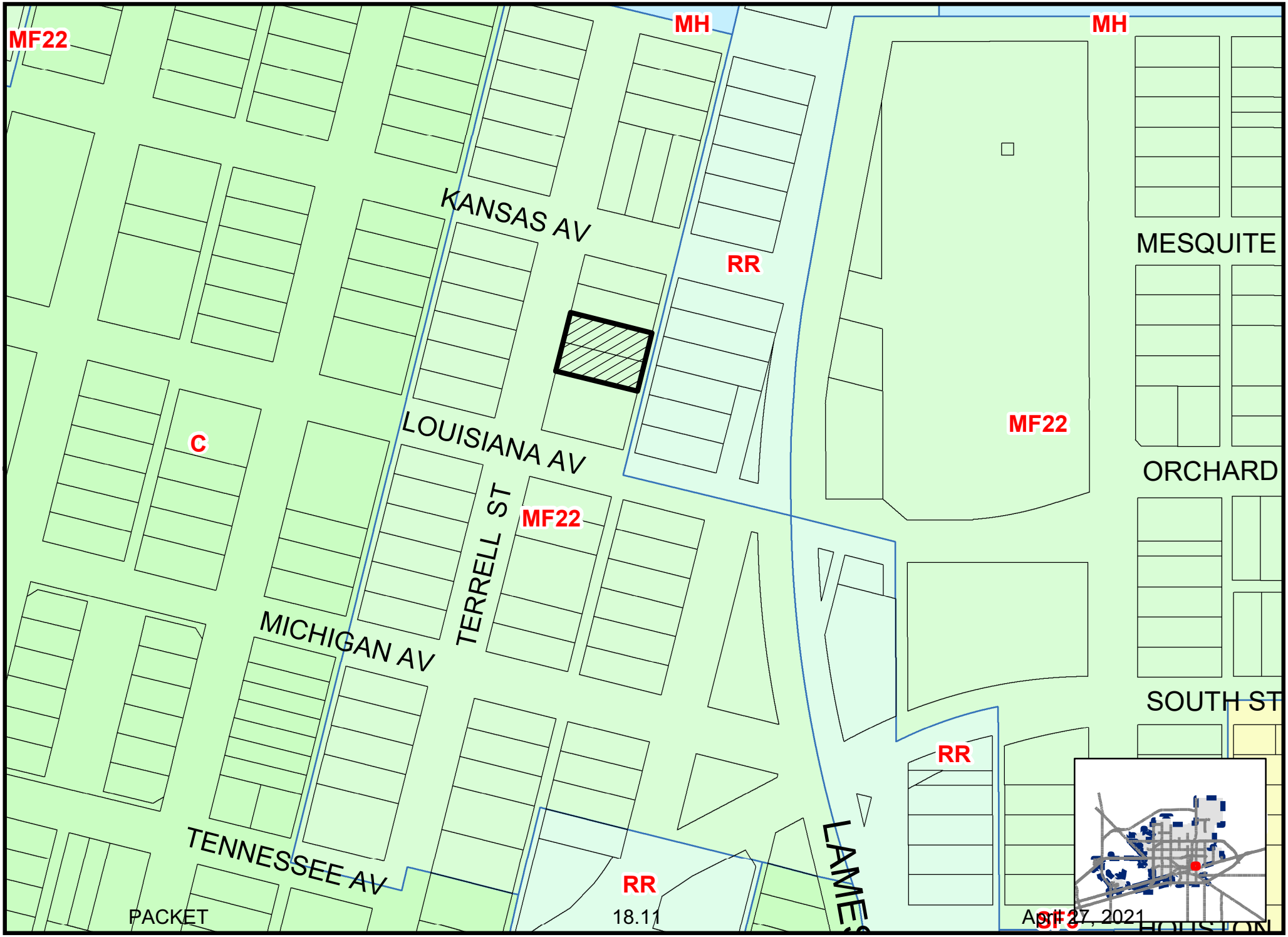
Consider a zone change from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District onthe south 50 feet of the northwest quarter and the north 50 feet of the southwest quarter of Block 19, Homestead Addition, City and County of Midland, Texas. (Generally located on the east side of N. Terrell Street, approximately 143 feet south of E. Kansas Avenue. Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



April 27, 2021



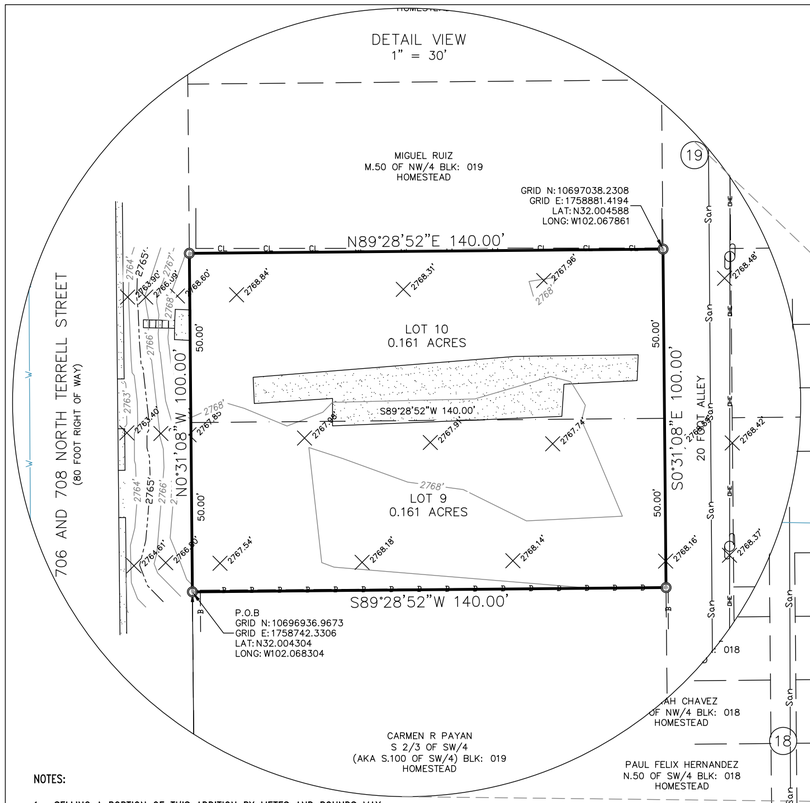
Map By JM, 01/12/21

Z-21-0217

Scale: 1" = 200'

ZONING MAP

© THE CITY OF MIDLAND - 2020: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



NOTES:

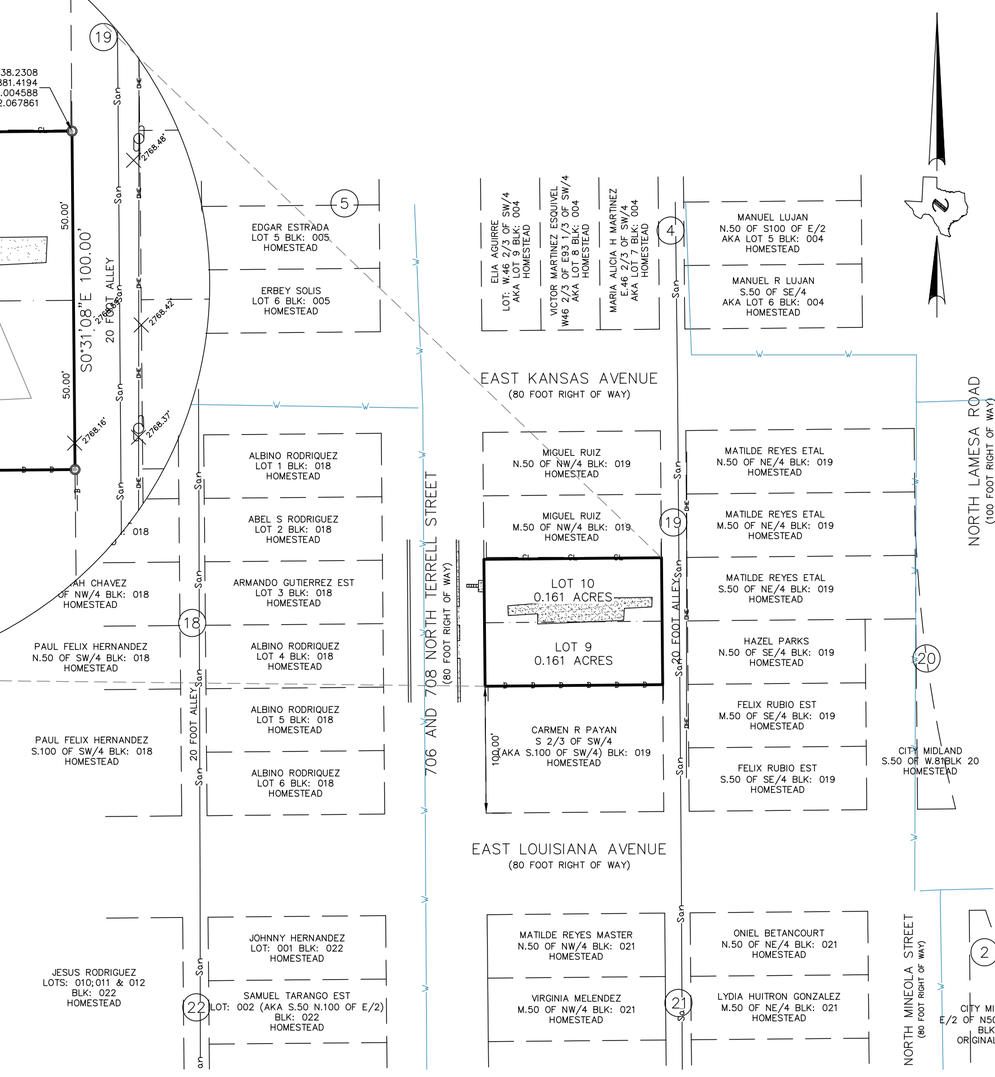
1. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS MAY BE A VIOLATION OF CITY ORDINANCE AND STATE LAW AND SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.

2. APPROVAL OF A SITE PLAN BY THE CITY OF MIDLAND MAY BE REQUIRED BEFORE THE DEVELOPMENT OF ANY LOT AND BEFORE A BUILDING PERMIT MAY BE OBTAINED.

3. BEARINGS, DISTANCES AND ACREAGE SHOWN ARE GRID BASED ON GPS OBSERVATIONS AND CONFORM TO THE "TEXAS COORDINATE SYSTEM" TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.

4. THE INSTALLATION OF PUBLIC IMPROVEMENTS MAY BE REQUIRED BY THE CITY OF MIDLAND AS SUCH TIME AS: (1) THE 0.321 ACRE TRACT IS REPLATTED FOR SUBDIVISION INTO MORE THAN ONE TRACT OR (2) THE PROPERTY IS REZONED FOR A MORE INTENSIVE USE.

5. INITIAL IMPACT FEES WILL BE ASSESSED DURING THE FINAL PLATTING PROCESS. IMPLEMENTATION AND COLLECTION OF IMPACT FEES WILL TAKE PLACE DURING THE BUILDING PERMIT PROCESS. ADDITIONAL IMPACT FEES OR INCREASES IN FEES MAY NOT BE ASSESSED AGAINST THE TRACT UNLESS THE NUMBER OF SERVICE UNITS TO BE DEVELOPED ON THE TRACT INCREASES.



SYMBOLS LEGEND

PROPERTY CORNER	WIRE FENCE	WATER WELL
POWER POLE	RETIRED BREAKER BOX	LOT LINES
OVERHEAD ELECTRIC	PROPERTY LINE	TELEPHONE PEDESTAL
GAS METER	GAS RISER	SEWER MANHOLE

THIS PLAT HAS BEEN CHECKED FOR ACCESSIBILITY OF UTILITIES.

SIGNED: _____
ONCOR ELECTRIC DELIVERY COMPANY

SIGNED: _____
AT&T TEXAS

SIGNED: _____
ATMOS ENERGY

SIGNED: _____
SUDDENLINK COMMUNICATIONS

SIGNED: _____
GRANDE COMMUNICATIONS

CERTIFICATE OF APPROVAL

FOR APPROVAL BY THE COMMISSION:

THIS IS TO CERTIFY THAT THE ABOVE AND FOREGOING PLAT OF HOMESTEAD ADDITION, SECTION 18. WAS APPROVED BY PROPER ACTION OF THE CITY PLANNING AND ZONING COMMISSION OF THE CITY OF MIDLAND, ON THIS _____ DAY OF _____, 2020.

SIGNED: _____
CHAIRMAN REGGIE LAWRENCE

ATTEST: _____
SECRETARY CRISTINA ODENBORG BURNS

GRAPHIC SCALE
0 80' 160'
(IN FEET)
1 inch = 80 ft.

NO.	DATE	DESCRIPTION	BY
1	7/27/20	PRELIMINARY PLAT	KDS

DRAWN BY: KDS | DATE: 2/10/2020
CHECKED BY: RJD | DRAWING NO.: 77216EC
JOB NO.: 77,216 | SHEET 1 OF 1

PRELIMINARY PLAT

HOMESTEAD ADDITION, SECTION 18

BEING A REPLAT OF SOUTH 50.00 FEET OF THE NW/4 OF BLOCK 19 AND, THE NORTH 50.00 FEET OF THE SW/4 OF BLOCK 19, HOMESTEAD ADDITION, AN ADDITION TO THE CITY AND COUNTY OF MIDLAND, TEXAS

STATE OF TEXAS

COUNTY OF MIDLAND

WHEREAS, I AM THE RECORD OWNER OF A TRACT OF LAND SITUATED IN THE NW/4 OF BLOCK 19 AND THE NORTH 50.00 FEET OF THE SW/4 OF BLOCK 19, HOMESTEAD ADDITION, MIDLAND COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED HEREON.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT I DO HEREBY ADOPT THIS PLAT DESIGNATING THE HEREINABOVE DESCRIBED PROPERTY AS HOMESTEAD ADDITION, SECTION 18, AN ADDITION TO THE CITY OF MIDLAND, AND DO HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE STREETS, ALLEY, AND EASEMENTS, (AND PARKWAYS) SHOWN HEREON.

WITNESS MY HAND AT MIDLAND, TEXAS, THIS ____ DAY OF _____, 20____ .

_____
MINERVA GUTIERREZ

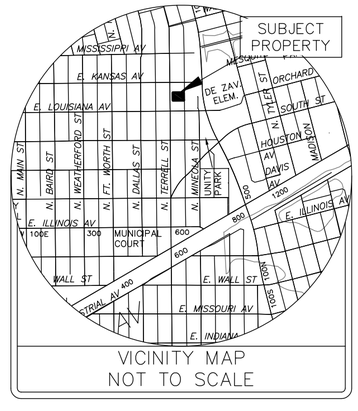
STATE OF TEXAS:
COUNTY OF MIDLAND:

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS ____ DAY OF _____, 20____, MINERVA GUTIERREZ.

_____
NOTARY PUBLIC
MIDLAND COUNTY, TEXAS

OWNER:

MINERVA GUTIERREZ
3117 MARIANA AVENUE
MIDLAND TX 79701
(817) 841-5269
ec71061@gmail.com



VICINITY MAP
NOT TO SCALE

PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS
NO._____CABINET ____
DATE_____PAGE_____

SCHUMANN
ENGINEERING CO.
A LATERAL LAND COMPANY
CIVIL ENGINEERING - LAND SURVEYING
800 N. MARIENFELD STREET SUITE 100
MIDLAND, TEXAS 79701
TEXAS FIRM No. F1880 - TEXAS FIRM No. 10149500
Office (432) 684-5548

HOMESTEAD ADDITION SECTION 18








PUMA
STOP

City Council Meeting

Item Number: 19

Meeting Date: April 13, 2021

To: City Council / City Manager

From: Valerie A. Sherman, Senior Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 8, BLOCK 4, REPLAT OF WINDWOOD PARK, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LR, LOCAL RETAIL DISTRICT TO 2F, TWO-FAMILY DWELLING (DUPLEX) DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH MAIN STREET AND ELM AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

Purpose:

The applicant, L2 Diversified Investments, is requesting a zone change from LR, Local Retail District to 2F, Two-Family Dwelling (Duplex) District, to construct a duplex.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the city.

Discussion:

Surrounding Zoning and Land Use:

The property to the north is zoned 2F, Two-Family Dwelling (Duplex) District and the location of a vacant lot. The property to the east is zoned LR, Local Retail District, and the location of a vacant lot. The property to the south across Elm Avenue is zoned 2F, Two-Family Dwelling

(Duplex) District, and the location of a medical care facility. The property to the west across N. Main Street is zoned 2F, Two-Family Dwelling (Duplex) District, and the location of a vacant lot.

Analysis:

The applicant is requesting this zone change to construct a duplex on the property. The lot dimensions satisfy the minimum requirements for the 2F zoning district.

This proposed project has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No objections.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

Engineering: (Approved)

No objection to zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Code: (Approved)

No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Planning:

This proposed development fits with Chapter 3, An Integrated Land Use Vision, “Future Land Use Map” of the Tall City Tomorrow comprehensive plan as this area is called for Urban

Medium Neighborhood Center. This designation calls for a mix of housing types, including single-family and townhomes, along with a mix of traditional neighborhood businesses. Additionally, the prevailing land uses in this area are mostly residential.

This request has been recommended for approval by a unanimous vote at the March 15, 2021 Planning and Zoning Commission meeting.

Staff recommends approval of this zone change from LR, Local Retail District to 2F, Two-Family Dwelling (Duplex) District, subject to condition A.

Condition:

A. That the use and development of the property shall conform to the regulations of the 2F, Two-Family Dwelling (Duplex) District.

Letters of Objection:

Staff has not received any objections as of April 7, 2021.

Attachments:

Application
Maps

Robert Pahlmeyer

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 8, BLOCK 4, REPLAT OF WINDWOOD PARK, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LR, LOCAL RETAIL DISTRICT TO 2F, TWO-FAMILY DWELLING (DUPLEX) DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH MAIN STREET AND ELM AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lot 8, Block 4, Replat of Windwood Park, City and County of Midland, Texas (the "Property") to 2F, Two-Family Dwelling (Duplex) District, as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from LR, Local Retail District to 2F, Two-Family Dwelling (Duplex) District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances

inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: Z-21-0211

Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Liliana Vergara		Phone (570) 3803550 Email members@l2diversifiedinvestments.com	
Address 5507 San Clemente	City Midland	State TX	Zip 79707
Property Owner Printed Name: L2 Diversified Investments		Phone (570) 3803550 Email members@l2diversified investments.com	
Address 5507 San Clemente Dr.	City Midland	State TX	Zip 79707
Representative *(if different from Applicant or Property Owner)* Firm: Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address:

Legal Description
Lot: 8 Block: 4 Subdivision: Widwood Park

Current Zoning: LR Local Retail District.

Proposed Zone: MF-16
(List by tracts if more than one district is requested)

Reason for Zone Change Request: Project to develop 4 units duplexes.

Present Use of Property: it is a lot.

Proposed Use of Property: it is a lot

How would this zone change affect the public health, safety and welfare?

Describe how conditions affecting the property have changed since present zoning designation:

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signatures	
Applicant (signature):	Date:
Applicant (printed): Liliana Vergara	
Property Owner (signature):	Date:
Property Owner (printed) : Liliana Vergara	

The Special Exception shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared _____ who, being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

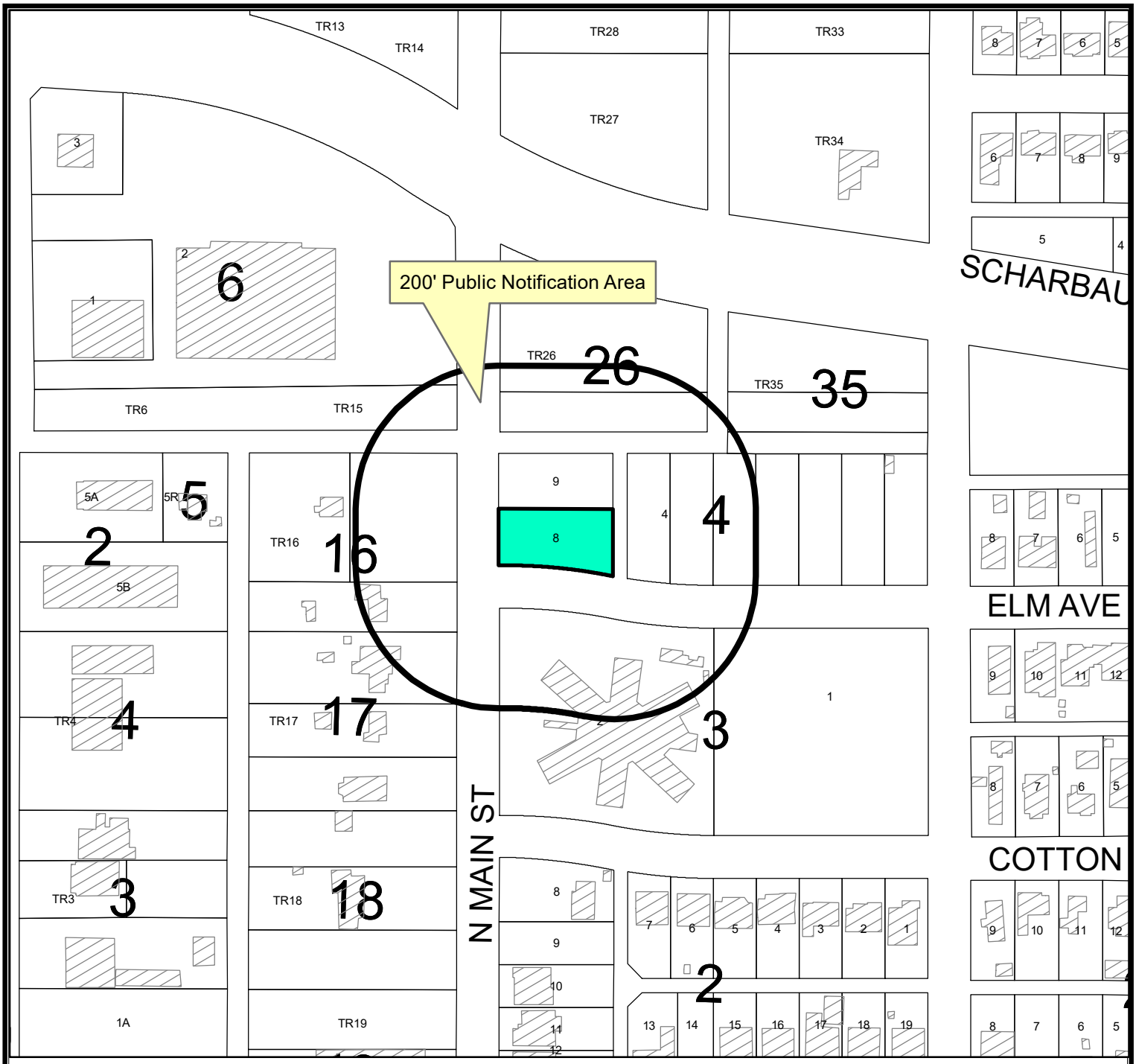
_____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this _____ day of _____, 20 ___, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
☐ Property Owner Authorization	☐ Dimensioned Site Plan
☐ Application Fee	☐ Plans in Digital Format (PDF/JPEG)
Check #_____	
Received By:	Date:

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

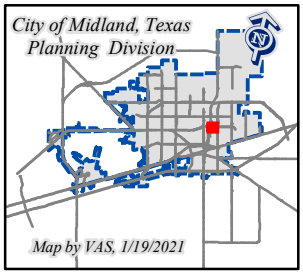
Z-21-0211 **Scale: 1" = 200'**

Consider a request by L2 Diversified Investments for a zone change from LR, Local Retail District, to 2F, Two-Family Dwelling (Duplex) District on Lot 8, Block 4, Replat of Windwood Park, City and County of Midland, Texas.

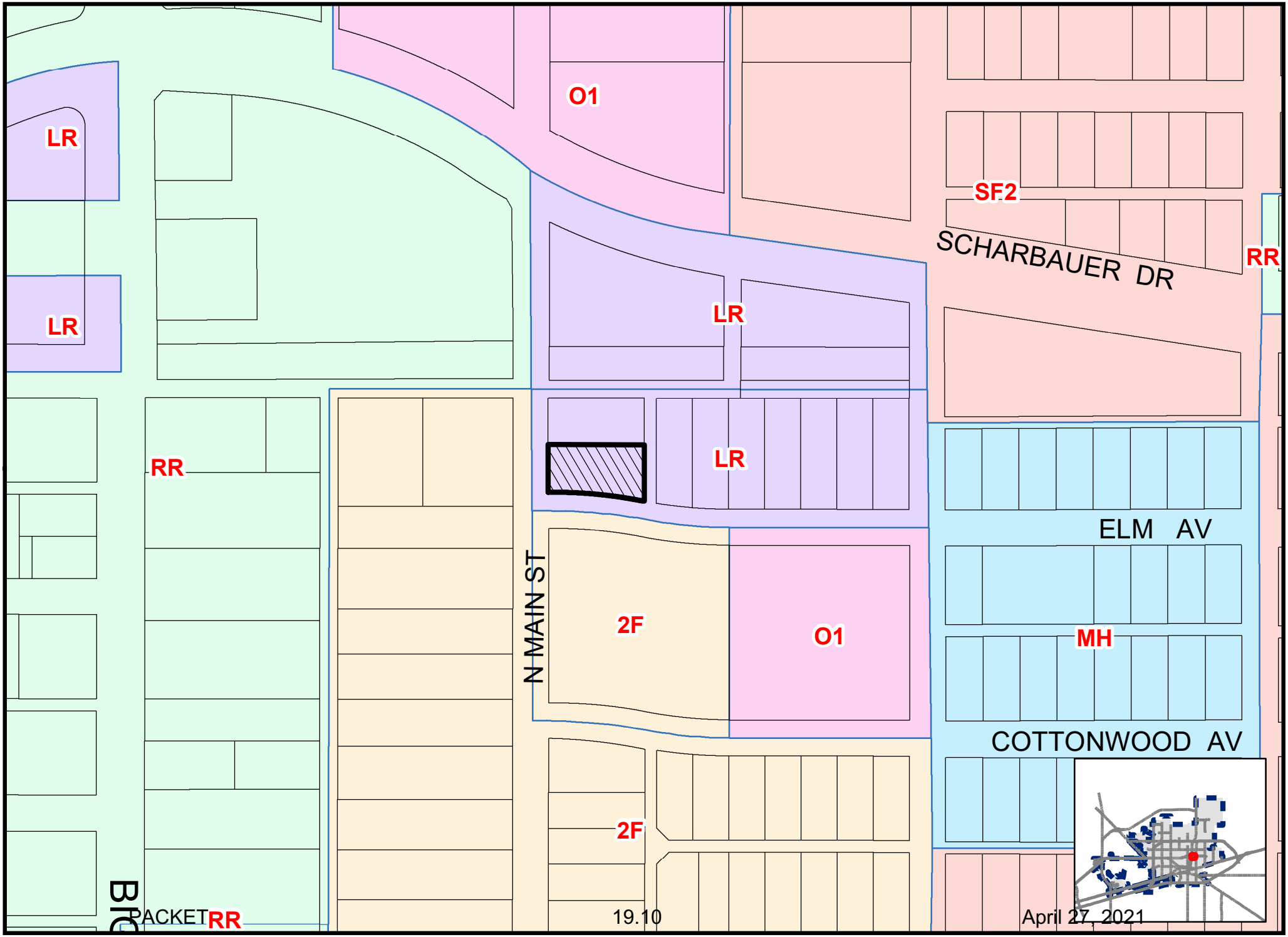
Generally located on the northeast corner of the intersection of N Main Street and Elm Avenue. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY AND IS NOT IT DESIGNED TO BE USED AS THE PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



Map By VAS, 1/19/2021

Z-21-0211

Scale: 1" = 200'

ZONING MAP

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STOP

City Council Meeting

Item Number: 20

Meeting Date: April 13, 2021

To: City Council / City Manager

From: Valerie A. Sherman, Senior Planner

Subject: **AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR THE NORTH HALF OF LOT 11 AND ALL OF LOT 12, BLOCK 187, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF EAST FLORIDA AVENUE AND SOUTH BAIRD STREET), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)**

Purpose:

Jorge Ramos is requesting a Specific Use Designation with term, for the property located at 200 E. Florida Avenue to be able to sell all alcoholic beverages for on premises consumption, within a bar. The property is zoned RR, Regional Retail District, which allows for the sale and on premises consumption of alcoholic beverages with the approval of a Specific Use Designation.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Discussion:

Surrounding Zoning and Land Use:

The property is located at 200 E. Florida Avenue, in the RR, Regional Retail District. The property to the north, across E. Florida Avenue is zoned RR, Regional Retail District, and the location of a retail store. The property to the east is zoned RR, Regional Retail District, and the location of a bakery. The property to the south is zoned RR, Regional Retail District, and the location of a vacant lot. The property to the west, across S. Baird Street, is zoned RR, Regional Retail District, and the location of a car wash facility.

Discussion:

Jorge Ramos is requesting a Specific Use Designation with term, for the property located at 200 E. Florida Avenue to be able to sell all alcoholic beverages for on premises consumption, within a bar. The property is zoned RR, Regional Retail District, which allows for the sale and on premises consumption of alcoholic beverages with the approval of a Specific Use Designation.

The floor plan attached hereto as “Exhibit A” illustrates that the establishment, will have a total square footage of 3058 square feet, with an alcohol serviceable area of 1,600 square feet.

The proposed site plan provides adequate access and internal circulation.

The restaurant has the following hours of operation and alcohol service:

Monday through Saturday from 10:00 a.m. to 12:00 a.m. (midnight)
Sunday from 12:00 p.m. (noon) to 12:00 a.m. (midnight)

Per Midland City Code, Section 5-4-4, Prohibited Places of Business:

The sale of any alcoholic beverage is hereby prohibited by any person, where the place of business of any such dealer is within 300 feet of any church, public school, public school ground, athletic stadium used by any public school or public hospital, the measurements to be along the property lines of the street fronts and from front door to front door and in a direct line across intersections where they occur.

There are no schools or churches within 300 feet of the property.

This request has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

Engineering: (Approved)

No objection.

Building Code: (Approved with Conditions)

The SUD for La Cantina is acceptable. The property must adhere to the maximum occupant load of 106 persons. Occupancy loads must be posted in accordance with section 1004.3 of the 2015 International Fire Code.

Their floor plans state that their occupancy is 130 but based on the standard code of dividing the serviceable area sq ft by 15, it is only a 106 occupancy.

Fire: (Approved)

No objections.

Transportation: (Approved)

No objections.

Code Administration: (Approved)

No comments.

Planning:

This request is in compliance with the Tall City Tomorrow Comprehensive plan, Chapter 6 Character Plan - Goal 4, “Encourage the development of places where Midland residents can gather and socialize to build connections” (Tall City tomorrow, page 137).

This request was recommended for approval at the March 15, 2021 Planning and Zoning Commission Meeting.

This request meets all requirements; therefore, staff recommends approval of the Specific Use Designation with Term for the sale of all alcoholic beverages, for on-premises consumption, in a bar, subject to Conditions A through F.

Conditions:

A. **That the serviceable area of the bar shall be limited to approximately 1,600 square-feet as shown in Exhibit “A”, which is attached hereto and incorporated herein for all purposes.**

B. **That the days and hours of alcoholic beverages sales and consumption shall be limited to:**

    Monday through Sunday from 11:00 a.m. to 2:00 a.m., of the following day.

C. **That the occupancy of the establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.**

D. That the establishment shall meet all requirements of the Fire Department and Code Administration.

E. That the sale and on-premises consumption of alcoholic beverages shall conform to applicable state and local laws.

F. That in accordance with Section 9.07.E.3 of the zoning ordinance, the restaurant shall be in operation within 120 days from the final adoption date of this ordinance.

Letters of Objection:

As of April 7, 2021, staff has not received any letters of objections.

Attachments:

Floor Plan (Exhibit A)
Application
Maps
Ordinance No. 10000

Robert Patrick

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR THE NORTH HALF OF LOT 11 AND ALL OF LOT 12, BLOCK 187, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF EAST FLORIDA AVENUE AND SOUTH BAIRD STREET), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF ALL ALCOHOLIC BEVERAGES IN A BAR FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for the north half of Lot 11 and all of Lot 12, Block 187, Southern Addition, City and County of Midland, Texas (the "Property"), as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of all alcoholic beverages in a bar (the "Establishment") for on-premises consumption, together with the uses permitted in the present RR, Regional Retail District.

SECTION TWO. That the Property shall be subject to the following conditions and

restrictions:

A. That the serviceable area of the Establishment shall be limited to approximately 1,600 square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

C. That the days and hours of alcoholic beverage sales and consumption shall be limited to Monday through Sunday from 11:00 a.m. to 2:00 a.m. of the following day.

D. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the

descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

Address: W Florida Ave.
Midland, TX

Remodeling Bar

Notes:
Capacity: 130
Area serving: 1600sqft
Total building: 3158sqft

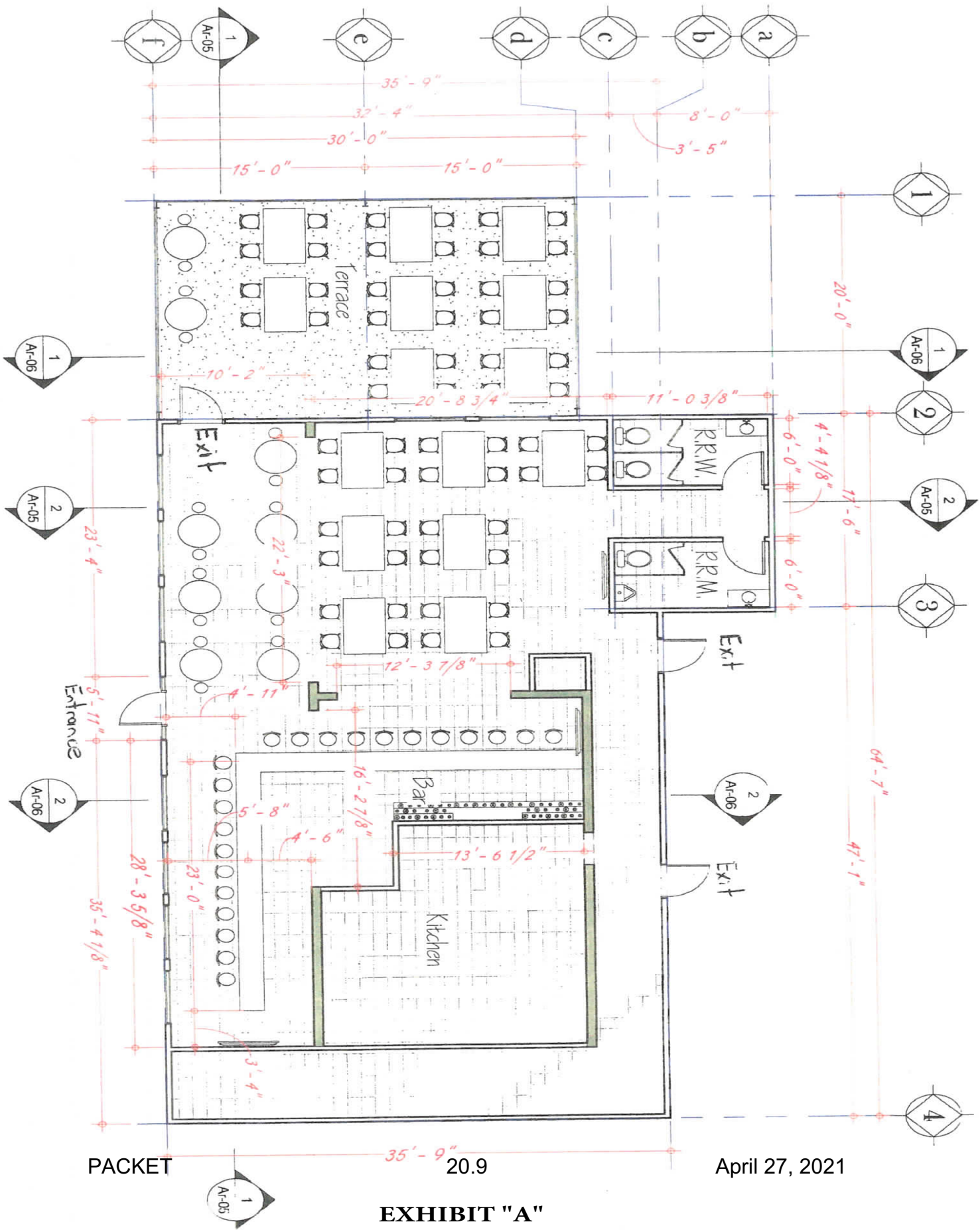
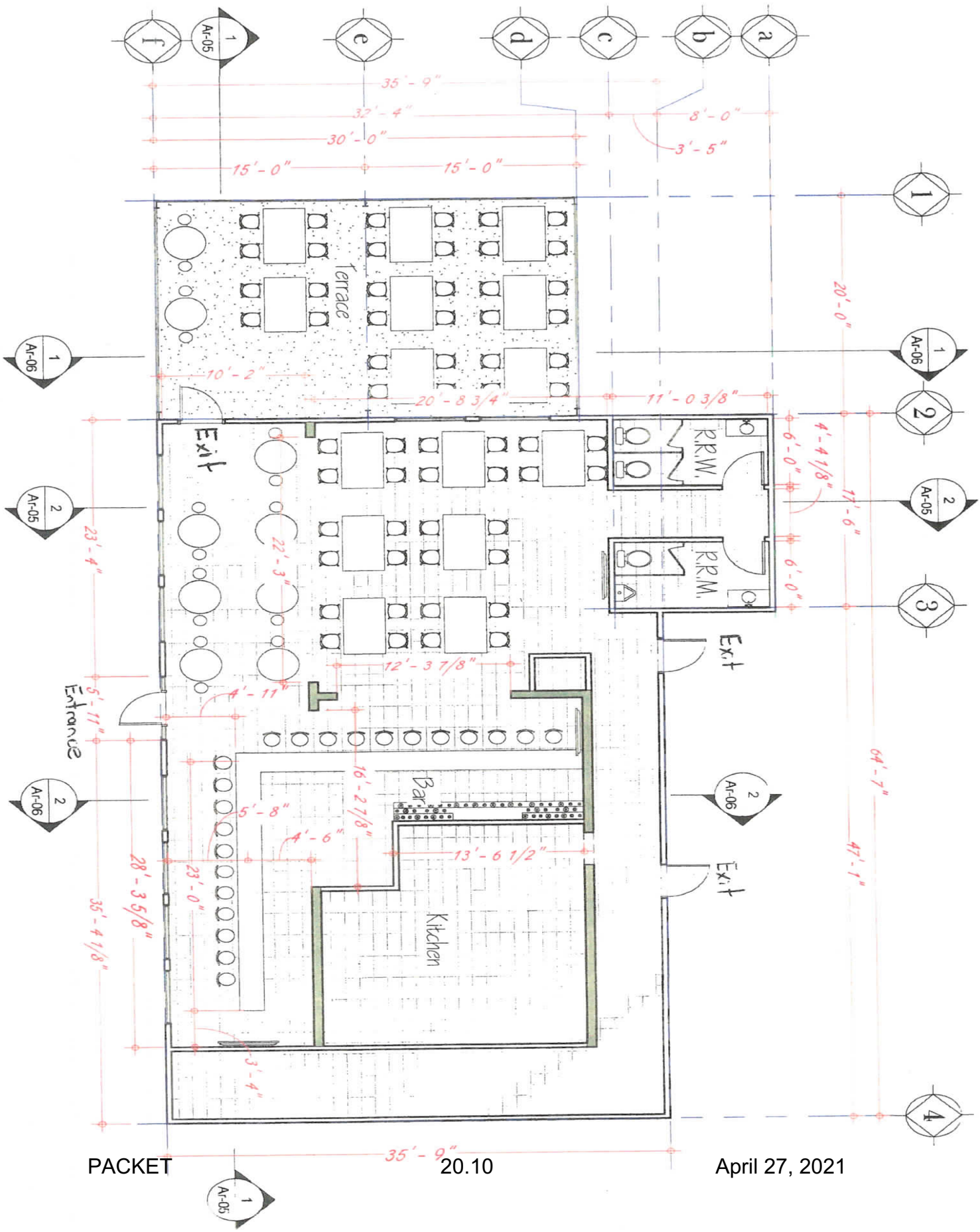


EXHIBIT "A"

Address: W Florida Ave.
Midland, TX

Remodeling Bar

Notes:
Capacity: 130
Area serving: 1600sqft
Total building: 3158sqft



MIDLAND
Planning Division

Specific Use Designation with Term for the Sale of Alcoholic Beverages for On-Premises Consumption

Project Number: SUB-21-0096

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Jorge Ramos		Phone (806) 274-1469 Email jr9118223@gmail.com	
Address 304 Thomas St	City Midland	State Tx	Zip 79703
Property Owner Printed Name: ROBERT OCHOA		Phone (432 967-6617 Email	
Address 3200 PARK LN	City MIDLAND	State TX	Zip 79701
Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 200 East Florida

Business Name: LA CANTINA

Legal Description
Lot: Block: Subdivision:

Current Zoning:

Reason for Request: _____

Type of Business *(restaurant, bar, lounge, nightclub, etc.)*: Bar

Proposed/Current Days and Hours of Operation: MON-SUN 11:00 AM-2:00 AM

Proposed Days and Hours of Alcohol Service: MON-SUN 11:00 AM-2:00 AM MON-SUN

Total Square Footage of Business: 3058 Sqft

Square Footage of Alcohol Serviceable Area: 1600 Sqft

Restroom Fixtures:	*Men*	**Toilets/Urinals:** /	**Bathroom Sinks:**
	Women	**Toilets:**	**Bathroom Sinks:**

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
  - Seating
  - Exits
  - Restrooms
  - Kitchen (if applicable)
  - Total Square Footage
  - Serviceable Square Footage
- Dimensioned Site Plan showing:
  - Parking
  - Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

Signatures

Applicant (signature): _____ Date: 2/9/21

Applicant (printed): JORGE V RAMOS

Property Owner (signature): Robert Ochoa Date: 2-9-21

Property Owner (printed) : ROBERT OCHOA

The Specific Use Designation with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain in the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared _____ who being by me duly sworn, upon oath says: That (s)he is authorized by _____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this _____ day of _____, 20 ___, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

****Application will not be considered for scheduling until reviewed by a planner.****

FOR OFFICE USE ONLY		
☒ Property Owner Authorization	☐ Dimensioned Floor Plan	RECEIVED
☒ Application Fee	☒ Site Plan	FEB 09 2021
Check # 1396	☐ Plans in Digital Format (PDF/JPEG)	
Received By: DL	Date: BY: DL	

Application will not be considered for scheduling until reviewed by a planner.

Bill of Sale of a Business
200 E. Florida Ave. Midland, TX.

Agreement made this 29th day of August, 2013 by and between:

THE SELLER (hereinafter referred to as "Seller"):
Enedelia Herrera Urquidiz

Physical Address:
2501 W. Co. Rd. 110. Midland, Texas 79706

THE BUYERS (hereinafter referred to as the "Buyers"):
A.) Raul I. Ochoa
B.) Roberto I. Ochoa

Physical Address:
A.) 4611 Crockett, Midland, Texas 79705
B.) 3200 Park Lane. Midland. Texas 79701

Whereas the Seller desires to sell and the Buyer desires to buy the business known as **Mi Casa Restaurant** being operated at: 200 E. Florida Ave., in Midland, Texas, 79701 and all assets thereof as contained in the building from the time the restaurant became closed for business; the parties hereto agree and covenant as follows:

1. The total purchase price for all fixtures. furnishings and equipment is [redacted] money payable as follows:

(a) [redacted] paid in cash; **cashier check**, as a down payment upon the notary and execution of this Agreement, to be held by My Community Federal Credit Union in Midland, Texas.

(b) [redacted] additional to be paid in monthly installments at the rate of [redacted] every 10th of each month until this legal binding debt is paid in full.

2. The Seller promises and agrees to convey good, clear and marketable title to all the property to be sold hereunder, the same to be free and clear of all personal liens, 2 to 3rd party liens, tax liabilities and any other encumbrances. Full possession of said property will be delivered in the same condition that it is now reasonable wear and tear expected.

3. Consummation of the sale, with payment by the Buyer of the balance of the down payment [redacted] and the delivery of this Bill of Sale will take place on or before the 29th day of August, 2013.

4. The Seller may use the purchase money, or any portion thereof, to clear any encumbrances on the property transferred and in the event that documents reflecting discharge of said encumbrances are not available at the time of sale, the money needed to effectuate such discharges shall be held by the attorneys of the Buyer and Seller in escrow pending the discharges.

5. Until the delivery of this Bill of Sale is completed, Seller shall maintain insurance on said property in the amount that is presently insured.

6. Seller agrees to remain responsible for any operating expenses of said business property, including but not limited to rent, taxes, payroll and water shall be apportioned as of the date of the passing of papers and the net amount thereof shall be added to or deducted from, as the case may be, the proceeds due from the Buyer at the time of delivery of said Bill of Sale.

7. The Seller agrees that this Agreement is contingent upon the following conditions:

(a) Buyer obtaining the approval from the proper authorities of Midland, Texas of the transfer of all necessary licenses to the Buyer.

(b) The premises shall be in the same condition, reasonable wear and tear expected, on the date of passing as they are currently in and all restaurant equipment, fixtures, and furnishing are to remain within the restaurant as originally agreed.

8. All of the terms, representations and warranties shall survive the closing. This Agreement shall bind and inure to the benefit of the Seller and Buyer and their respective heirs, executors, administrators, successors and assigns.

THEREFORE, Buyer and Seller have executed, entered into and delivered this Bill of Sale as of the date first set forth above and parties involved include:
Seller: Enedelia Herrera Urquidiz, and Buyers: Raul I. Ochoa, and Roberto I. Ochoa.

By Enedelia Herrera 8-29-13
Seller Signature Date

By Raul Ochoa 8-29-13
Buyer A - Signature Date

By Robert Ochoa 8-29-13
Buyer B - Signature Date

On, the 29th of August, before me, Maricela V. Gutierrez, Notary Public, personally appeared, Enedelia Herrera Urquidiz, Raul I. Ochoa, and Roberto I. Ochoa, who proved to me on the basis of satisfactory evidence to be the person(s) whose names are subscribed to within this instrument. I certify under penalty of perjury under the laws of Texas that the foregoing paragraph is true and correct. Witness my hand and official seal.

Maricela V. Gutierrez
Notary Signature

03-15-2017
My Commission Expires:

MARICELA V. GUTIERREZ
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 03-15-2017

Prepared By:
William T Lentner
3502 Seaboard
Midland, Texas 79707

After Recording Return To:
Encdelia Herrera
2501 WCR 110
Midland, Texas 79706

20175

SPACE ABOVE THIS LINE FOR RECORDER'S USE

QUIT CLAIM DEED

On August 15, 2013 THE GRANTOR(S),

William T Lentner, a single person, for and in consideration of: One Dollar ($1.00) and/or other good and valuable consideration conveys, releases and quit claims to the GRANTEE(S): Encdelia Herrera, a single person, residing at 2501 WCR 110, Midland, Midland County, Texas 79706 the following described real estate, situated at 200 East Florida, Midland, in the County of Midland, State of Texas:

Legal Description: BLK: 187, LOTS: 11(N/2) & 12, ADDN: SOUTHERN ACRES: 0.241

Grantor does hereby convey, release and quitclaim all of the Grantor's rights, title, and interest in and to the above described property and premises to the Grantee(s), and to the Grantee(s) heirs and assigns forever, so that neither Grantor(s) nor Grantor's heirs, legal representatives or assigns shall have, claim or demand any right or title to the property, premises, or appurtenances, or any part thereof.

Tax Parcel Number: ID: R000046144

Mail Tax Statements To:
Encdelia Herrera
2501 WCR 110
Midland, Texas 79706

[SIGNATURE PAGE FOLLOWS]

Grantor Signatures:

DATED: 8/15/13

20175

William T Lentner
3502 Seaboard Ave
Midland, Texas, 79707

STATE OF TEXAS, COUNTY OF MIDLAND, ss:

This instrument was acknowledged before me on this 15 day of August, 2013 by William T Lentner.

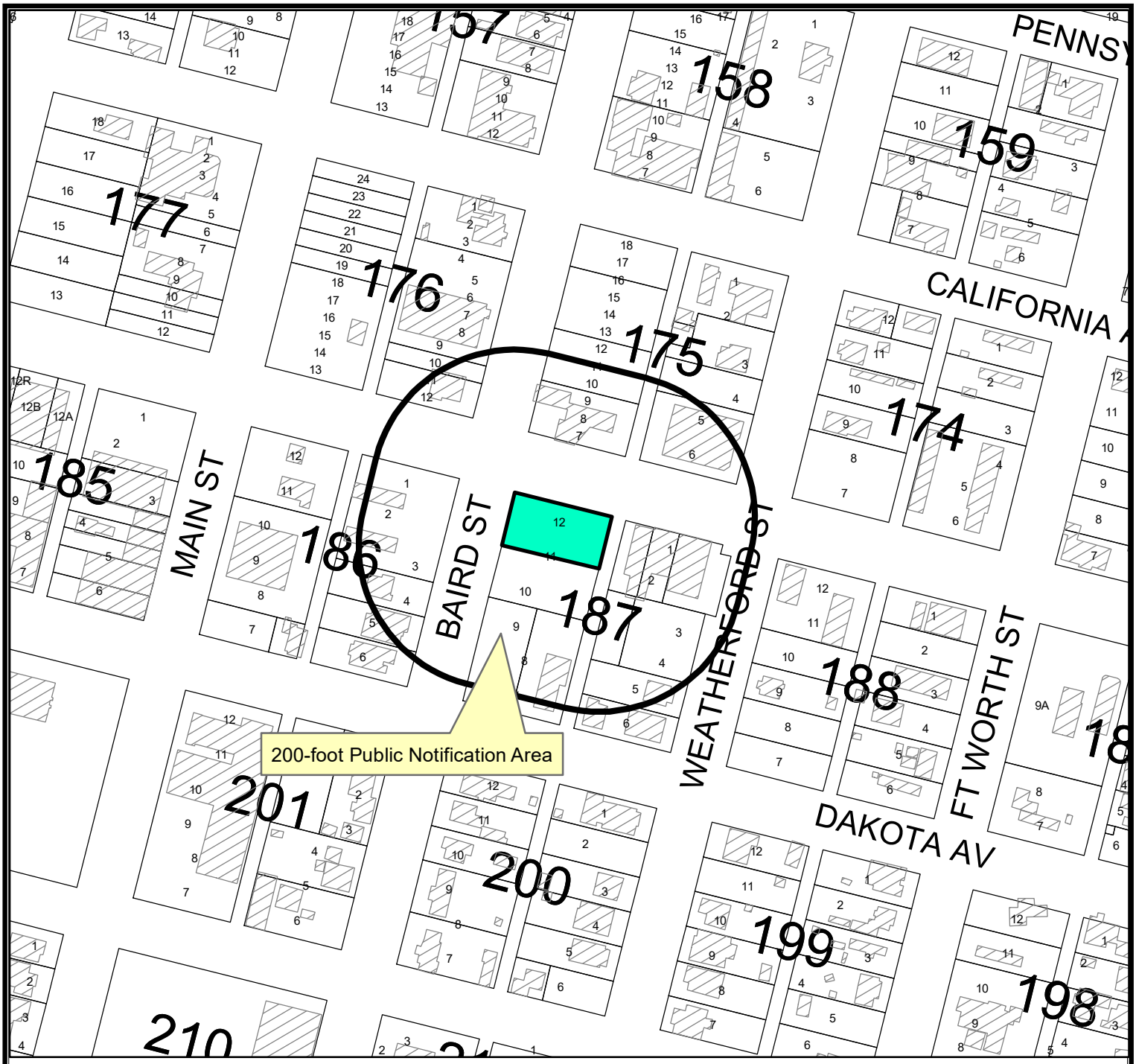
SAUSAN LEONETTI
My Commission Expires
August 21, 2016

Notary Public

Title (and Rank)

My commission expires August 21 2016

Signature and Notary for Quit Claim Deed regarding 200 East Florida



LOCATION MAP

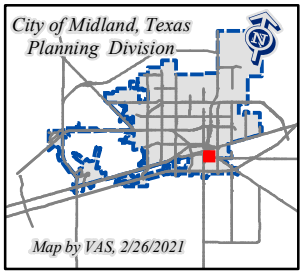
SUD-21-0096 **Scale: 1" = 200'**

Consider a request by Jorge Ramos for a Specific Use Designation with Term for the Sale of all Alcoholic Beverages, for on premises consumption in a bar, on the north half of Lot 11 and Lot 12, Block 187, Southern Addition, City and County of Midland, Texas.

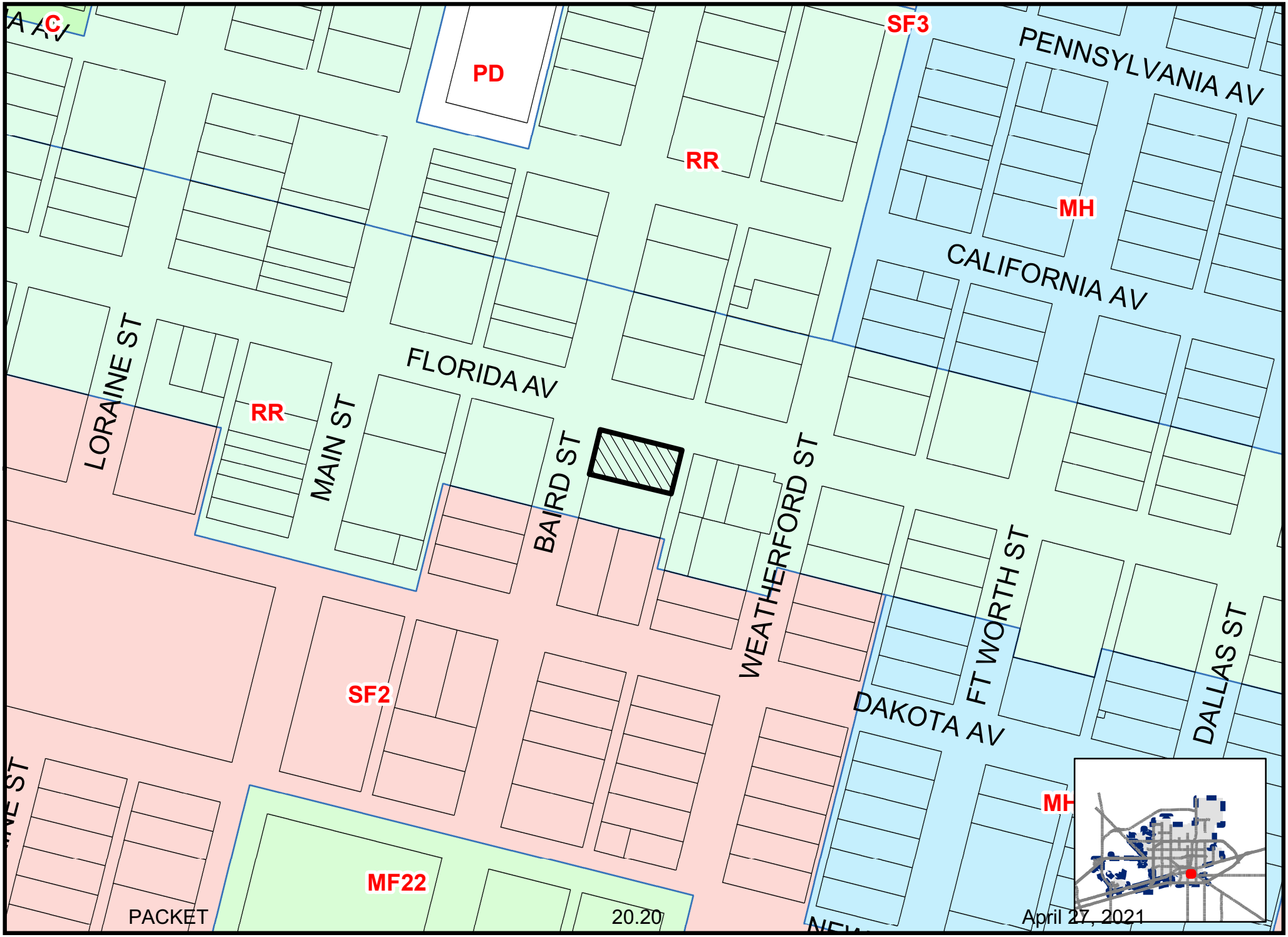
Generally located on the southeast corner of the intersection of E. Florida Avenue and S. Baird Street. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



April 27, 2021



Map By VAS, 2/27/2021

SUD-21-0096

Scale: 1" = 200'

ZONING MAP

©THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

ORDINANCE NO. 10000

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR THE NORTH HALF OF LOT 11 AND ALL OF LOT 12, BLOCK 187, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF SOUTH BAIRD STREET AND EAST FLORIDA AVENUE), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SAID PROPERTY TO BE USED FOR THE SALE OF BEER AND WINE IN A RESTAURANT FOR ON-PREMISES CONSUMPTION; MAKING SAID DESIGNATION SUBJECT TO CERTAIN CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after holding due hearings affording a full and fair hearing to all of the property owners generally, and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body of the City of Midland finds that the public convenience will be best served by granting a Specific Use Designation With Term for the north half of Lot 11 and all of Lot 12, Block 187, Southern Addition, City and County of Midland, Texas (the "Property") as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to grant the Property a Specific Use Designation With Term for the sale of beer and wine for on-premises consumption in a restaurant (the "Establishment"), together with the uses permitted in the present RR, Regional Retail District.

SECTION TWO. That the Property shall be subject to the following conditions and

restrictions:

A. That the serviceable area of the Establishment shall be limited to 1,140 contiguous square feet as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes.

B. That the occupancy of the Establishment shall not exceed the maximum occupancy determined by the Building Code and Fire Code.

C. That the sale and on-premises consumption of alcoholic beverages shall conform to all applicable state and local laws.

D. That the days and hours of alcoholic beverage sales and consumption shall be limited to the following:

Monday through Saturday from 10:00 a.m. to 12:00 a.m. (midnight); and Sunday from 12:00 p.m. (noon) to 12:00 a.m. (midnight).

E. That the Establishment shall meet the requirements of the Fire Department and the Code Administration Division.

F. That in accordance with Section 11-1-9.07.E.3 of the City Code, the Establishment shall be in operation within 120 days from the final adoption date of this ordinance.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances, inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the 8th day of October, A.D., 2019; and passed to second reading on motion of Council member Lacy, seconded by Council member Robnett, by the following vote:

Council members voting "AYE": Trost, Hotchkiss, Morales, Dufford, Lacy, Robnett

Council members voting "NAY": None

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member Lacy, seconded by Council member Hotchkiss, on the 22nd day of October, A.D., 2019, at a regular meeting of the City Council:

Council members voting "AYE": Trost, Hotchkiss, Love, Morales, Dufford, Lacy, Robnett

Council members voting "NAY": None

PASSED AND APPROVED THIS 22nd day of October, A.D., 2019.

Jerry F. Morales, Mayor

ATTEST:

Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Robert Patrick, Assistant City Manager

Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

John Ohmemiller, City Attorney


Quetzal Imports
Mexican Crafts & Arts Imports
Quetzal Imports


SPEED
LIMIT
40


432-247-1184


MIDLAND
Rio
GRILL
TEXAS
432-247-1184

City Council Meeting

Item Number: 21

Meeting Date: April 27, 2021

To: City Council / City Manager

From: Elizabeth Shaughnessy, Senior Planner

Subject: AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 21.91-ACRE TRACT OF LAND OUT OF LOT 1, BLOCK 21, GRASSLAND ESTATES, SECTION 16, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED APPROXIMATELY 266 FEET EAST OF THE INTERSECTION OF HOMELAND DRIVE AND APPROXIMATELY 258 FEET EAST OF HOMESTEAD BOULEVARD); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY (DEVELOPMENT SERVICES)

Purpose:

Consider an ordinance for an annexation of a 21.91- acre tract of land located in Lot 1, Block 21, Grassland Estates, Section 16, Midland County, Texas, located approximately 266 feet east of Homeland Drive and approximately 258 feet east of Homestead Boulevard.

Recommended City Council Action:

Approve

Fiscal Impact:

Additional land to be developed under City regulations in an expanded growth area.

Discussion:

The applicant, Midland- Odessa Golf Corp, is requesting to annex a 21.91- acre tract of land located in Lot 1, Block 21, Grassland Estates, Section 16, Midland County, Texas, as it is the only portion of Nueva Vista Golf Club located outside of city limits. The proposed annexation will allow the provision of City services to the property. This is considered a voluntary annexation.

On February 10, 2021, the service agreement between the City and the property was executed. This is the next step in the annexation process.

This project has been circulated to all respective departments for internal review and received no objections.

Engineering: (Approved)

No objections.

Transportation: (Approved)

No objections.

Fire: (Approved)

No objections to annexation.

All future development is required to meet all provisions of IFC 2015 ed. and locally adopted ordinances.

Code Administration: (Approved)

No objection.

Oil and Gas: (Approved)

No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat.

Planning:

As this proposed development will conform with the Tall City Tomorrow Comprehensive Plan, staff recommends approval of this annexation.

Attachments:

Petition (Exhibit A)
Service Agreement (Exhibit B)
Application
Maps



City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 21.91-ACRE TRACT OF LAND OUT OF LOT 1, BLOCK 21, GRASSLAND ESTATES, SECTION 16, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED APPROXIMATELY 266 FEET EAST OF THE INTERSECTION OF HOMELAND DRIVE AND APPROXIMATELY 258 FEET EAST OF HOMESTEAD BOULEVARD); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY

WHEREAS, a public hearing before the City Council of the City of Midland, Texas, a home rule municipal corporation, was held in the City Council Chamber on April 27, 2021, during which all interested persons were provided an opportunity to be heard on the proposed annexation of the hereinafter described territory; and

WHEREAS, notice of the public hearing was published on the City of Midland, Texas' Internet website on April 9, 2021, and the notice remained posted until the date of the public hearing; and

WHEREAS, notice of the public hearing was published in a newspaper having general circulation in the City of Midland, Texas, and in the below described territory, on April 9, 2021; and

WHEREAS, all required notices of the proposed annexation and the public hearing were given in accordance with applicable laws; and

WHEREAS, the City of Midland has entered into a written agreement with the owner(s) of the hereinafter described territory for the provision of services in said area;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the following described property adjoining the present boundary lines of the City of Midland, Texas, be and the same is hereby annexed to and incorporated within the boundary of the City of Midland, Texas:

Being a 21.91-acre tract of land out of Lot 1, Block 21, Grassland Estates,

Section 16, Midland County, Texas, and being more fully described by metes and bounds in the petition for annexation attached hereto as Exhibit "A" and incorporated herein by reference for all legal purposes.

SECTION TWO. That this ordinance shall be published in the official newspaper in the City of Midland, Texas, and the same shall not be effective until after the publication thereof.

SECTION THREE. That the City Secretary is hereby authorized and directed to file a certified copy of this ordinance with the County Clerk of Midland County, Texas, for the purpose of recording in the Deed Records of Midland County, Texas.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract of land described in Exhibit A (the "Property"), said Exhibit being attached hereto and incorporated herein, Midland-Odessa Golf Corporation ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

Jon Crain, President

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me on the 4th day of February, 2021, by Jon Crain in the capacity herein stated.

MY COMMISSION EXPIRES

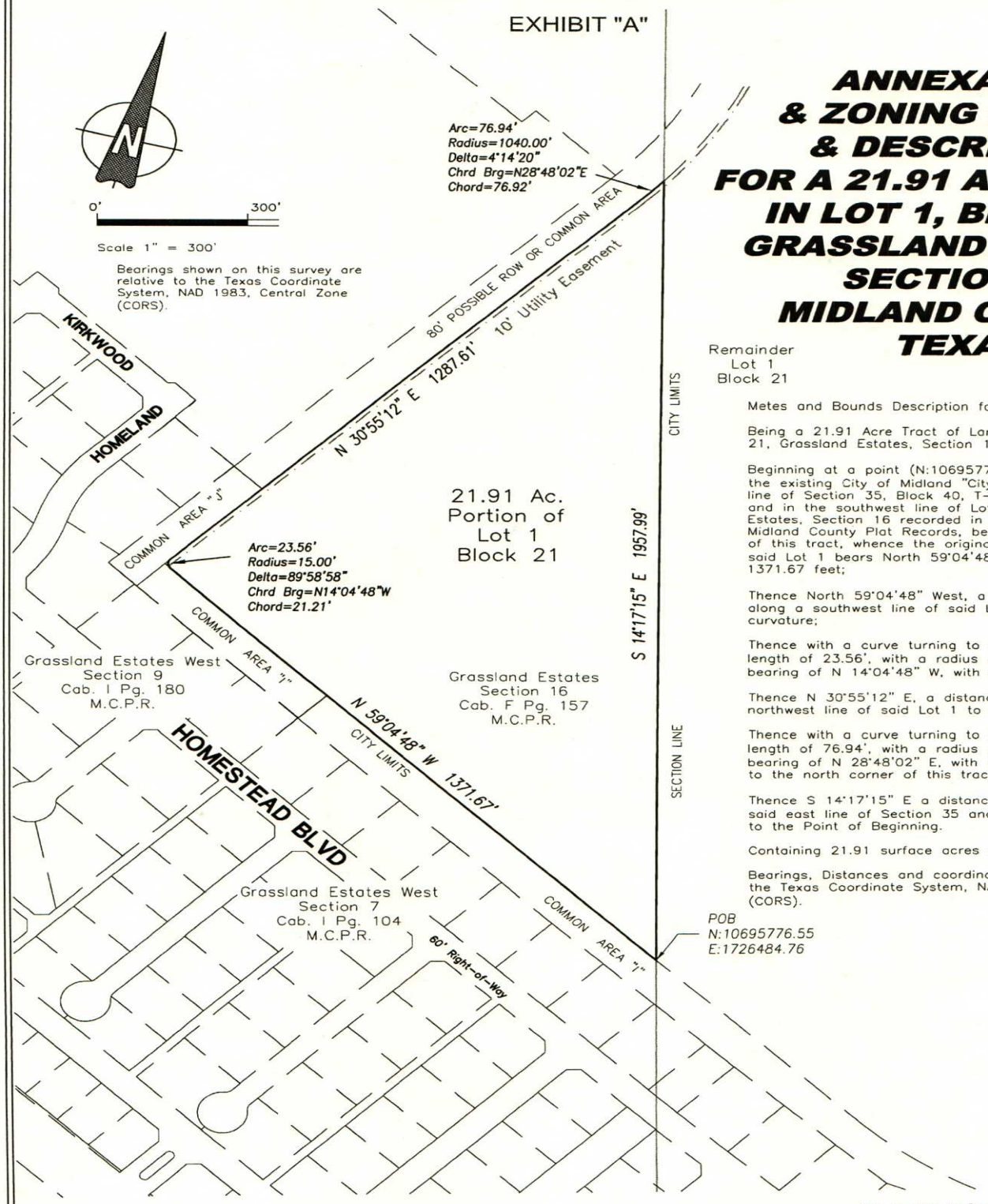
8/22/2024

Suzanne Eicher

Notary Public, State of TX

SUZANNE EICHER
Notary Public
State of Texas
ID # 1025491-2
My Comm. Expires 8-22-2024

EXHIBIT "A"



ANNEXATION & ZONING EXHIBIT & DESCRIPTION FOR A 21.91 ACRE TRACT IN LOT 1, BLOCK 21, GRASSLAND ESTATES, SECTION 16, MIDLAND COUNTY, TEXAS.

Remainder
Lot 1
Block 21

Metes and Bounds Description for Annexation and Zoning:

Being a 21.91 Acre Tract of Land located in Lot 1, Block 21, Grassland Estates, Section 16, Midland County, Texas.

Beginning at a point (N:10695776.55, E:1726484.76') on the existing City of Midland "City Limits" line, the east line of Section 35, Block 40, T-2-S, T&P RR Co Survey and in the southwest line of Lot 1, Block 21, Grassland Estates, Section 16 recorded in Cabinet F, Page 157, Midland County Plat Records, being the southwest corner of this tract, whence the original most westerly corner of said Lot 1 bears North 59°04'48" West, a distance of 1371.67 feet;

Thence North 59°04'48" West, a distance of 1371.67 feet along a southwest line of said Lot 1 to a point of curvature;

Thence with a curve turning to the right with an arc length of 23.56', with a radius of 15.00', with a chord bearing of N 14°04'48" W, with a chord length of 21.21';

Thence N 30°55'12" E, a distance of 1287.61' along a northwest line of said Lot 1 to a point of curvature;

Thence with a curve turning to the left with an arc length of 76.94', with a radius of 1040.00', with a chord bearing of N 28°48'02" E, with a chord length of 76.92' to the north corner of this tract;

Thence S 14°17'15" E a distance of 1957.99' along a said east line of Section 35 and said "City Limits" line to the Point of Beginning.

Containing 21.91 surface acres of land.

Bearings, Distances and coordinates are GRID, based on the Texas Coordinate System, NAD83, Central Zone (CORS).

POB
N:10695776.55
E:1726484.76

This Exhibit & Description were prepared from record information for a political subdivision (zoning) and do not represent an actual on the ground survey.
This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

15 December 2017

STATE OF TEXAS
REGISTERED
AARON SCOTT BURRELL
5689
PROFESSIONAL
LAND SURVEYOR

Aaron S. Burrell
Registered Professional Land Surveyor
Texas No. 5689

AARON BURRELL
LAND SURVEYORS, LLC.

Professional Land Surveying & Mapping
Aaron Burrell Land Surveyors, LLC
TBPLS Firm No. 10194217
415 W. Wall St., Suite 204 Midland, Texas 79701
P.O. Box 81041 Midland, Texas 79708
432-848-4439
www.asbsurveyors.com

PACKET 21.8 April 27, 2021

MIDLAND
Planning Division

Annexation/Initial Zoning

Project Number: A-21-0024

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Midland-Odessa Golf Corp.		Phone (432) 559-2011 Email joncrain.nvgc@gmail.com	
Address 4800 E 42nd Street, Suite 210	City Odessa	State TX	Zip 79762

Property Owner Printed Name: Midland-Odessa Golf Corp.		Phone (432) 559-2011 Email joncrain.nvgc@gmail.com	
Address 4800 E 42nd Street, Suite 210	City Odessa	State TX	Zip 79762

Representative *(if different from Applicant or Property Owner)* Firm: Parkhill Printed Name: Josh Wallender (PSC PROJ # 6086.21)		Phone (432) 697-1447 Email jwallender@parkhill.com	
Address 1700 W. Wall Street, Suite 100	City Midland	State TX	Zip 79701

Street Address: 6101 W Wadley

Legal Description
Lot: 1 Block: 21 Subdivision: Grassland Estates, Section 16

Proposed Zone:
(List by tracts if more than one district is requested)

Reason for Zone Change Request: Would like to annex into the city

Present Use of Property: Golf Course Location

Proposed Use of Property: Golf Course

How would this zone change affect the public health, safety and welfare? No Effect

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Metes and Bounds Description
- Survey Map
- Dimensioned Site Plan (If applicable)
- Digital Copies of Documents(PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature): Jon Crain	Date: 1-19-2021
Applicant (printed): Midland-Odessa Golf Corp - Jon Crain	
Property Owner (signature): Jon Crain	Date: 1-19-2021
Property Owner (printed) : Midland-Odessa Golf Corp - Jon Crain	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Josh Wallender who, being by me duly sworn, upon oath says: That (s)he is authorized by Midland-Odessa Golf Corp, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (*signature*)

Subscribed and sworn to before me, this 21 day of January, 2021, to certify which witness my hand and seal of office.

SHERI MULLINS
My Notary ID # 8145198
Expires October 10, 2022

Sheri Mullins
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

- ☑ Property Owner Authorization
- ☑ Application Fee

Check # 1489

- ☑ Dimensioned Site Plan
- ☐ Plans in Digital Format (PDF/JPEG)

Received By: V. Shaman

Date: RECEIVED JAN 21 2021 By: .....

****Application will not be considered for scheduling until reviewed by a planner.****

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract of land described in Exhibit A (the "Property"), said Exhibit being attached hereto and incorporated herein, Midland-Odessa Golf Corporation ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

Jon Crain, President

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

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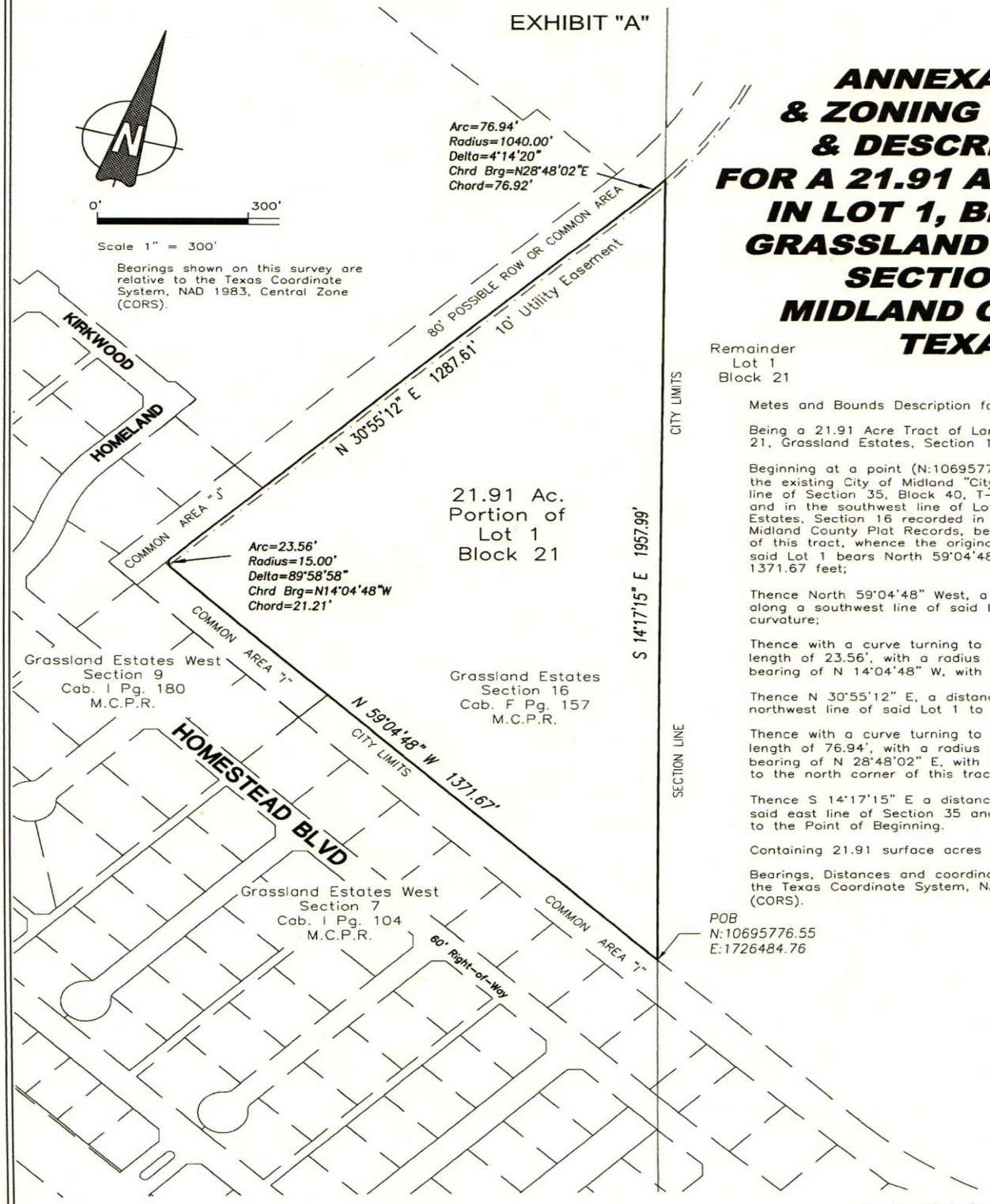
MY COMMISSION EXPIRES
8/22/2024

Notary Public, State of TX

SUZANNE EICHER
Notary Public
State of Texas
ID # 1025491-2
My Comm. Expires 8-22-2024

EXHIBIT "A"

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Lot 1
Block 21

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15 December 2017

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415 W. Wall St., Suite 204 Midland, Texas 79701
P.O. Box 81041 Midland, Texas 79708
432-848-4439
www.asbsurveyors.com

PACKET 21.12 April 27, 2021

SERVICE AGREEMENT

THIS AGREEMENT is made and effective the 10th day of February, 2021, by and between the CITY OF MIDLAND, TEXAS, hereinafter called "CITY," and MIDLAND-ODESSA GOLF CORPORATION, hereinafter referred to as "PETITIONER" whether one or more.

WHEREAS, a petition for annexation of **a 21.91-acre tract of land located in Lot 1, Block 21, Grassland Estates, Section 16, Midland County, Texas**, said tract being more fully described by metes and bounds therein (the "Area"), has been submitted to CITY by PETITIONER, the owner(s) of the land located in the Area, a copy of which is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, before CITY annexes the Area, CITY and PETITIONER must enter into a written agreement for the provision of services in the Area in accordance with Section 43.0672 of the Local Government Code;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

ARTICLE I. PURPOSE

The purpose of this Agreement is (1) to list each service CITY will provide in the Area on the effective date of the annexation, (2) to establish a schedule that includes the period within which CITY will provide each service in the Area that is not provided on the effective date of the annexation, and (3) to establish the duty of PETITIONER to pay fees similar to impact fees in the event that CITY has adopted, or adopts in the future, one or more ordinances establishing impact fees. PETITIONER understands and agrees that CITY is not required to provide a service that is not included in this Agreement. PETITIONER further understands and agrees that the execution of this Agreement does not constitute a promise by CITY to annex the Area and that this Agreement is not a permit for purposes of Chapter 245 of the Local Government Code.

ARTICLE II. TERM

The term of this Agreement shall be one year; provided, however, that if CITY annexes the Area within one year from the effective date, the term of this Agreement shall continue until such time when all services described in this Agreement are provided in the Area, and at such time, the Agreement shall terminate and shall be of no further force or effect except for those provisions that expressly survive termination. If CITY does not annex the Area during the term of this Agreement, this Agreement shall terminate and shall be of no further force or effect, and CITY shall have no duty to provide services to the Area.

ARTICLE III. SERVICES TO BE PROVIDED UPON ANNEXATION

CITY will provide the following services in the Area on the date that the ordinance annexing the Area becomes effective:

A. **Engineering:** CITY's Engineering Services Department will maintain streets, drainage facilities, and rights-of-way in accordance with CITY policies, procedures, and ordinances and applicable laws. PETITIONER understands and agrees that PETITIONER may be required to construct public improvements, including but not limited to (i) roadways adjacent to property located in the Area upon platting and (ii) roadway connections to existing facilities in the Area upon issuance of building permits in accordance with applicable laws and ordinances. PETITIONER understands and agrees that the Area will be included in CITY's service area of CITY's drainage utility.

B. **Utilities:** CITY will provide water services and wastewater collection services, upon platting property in the Area, in accordance with the City Code at rates established by ordinances for such services; provided, however, that no such service shall be provided until the public improvements necessary therefor have been constructed and CITY has approved said improvements. PETITIONER understands and agrees that CITY may require PETITIONER to construct such public improvements in accordance with applicable laws and ordinances.

C. **Development:** CITY's Development Services Department will provide planning, land development, land use, building review and inspection, and code enforcement services in accordance with applicable laws, rules, regulations, and ordinances.

D. **Police:** CITY's Police Department will provide emergency and routine call response, traffic enforcement, and law enforcement services in the Area.

E. **Fire:** CITY's Fire Department will provide emergency service for fire protection services and emergency medical services.

F. **Community Services:** CITY's Community Services Department will provide access to services and programs that may be offered by the Health and Senior Services Division, services and programs that may be offered by Animal Services Division, and access to City-owned parks.

G. **Solid Waste:** CITY's Solid Waste Department will provide residential garbage pickup service only. PETITIONER understands and agrees that CITY will not provide garbage pickup services to new commercial developments.

Regarding the services described above, PETITIONER understands and agrees that CITY will provide a level of services that is comparable to the level of services available in other parts of the City of Midland with topography, land use, and population density similar to those reasonably contemplated or projected for the Area. PETITIONER understands and acknowledges that any CITY departments or divisions identified above may change names or be reorganized. Any reference to a specific CITY department or division also includes any subsequent CITY department or division that will provide the same or similar services.

ARTICLE IV. IMPACT FEES

A. **Fees to be assessed and collected.** Except as otherwise described herein, if CITY has adopted, or adopts in the future, one or more ordinances establishing impact fees in accordance with Chapter 395 of the Local Government Code, CITY shall assess and collect fees associated with the development of the Area as described for impact fees in the applicable impact fee ordinance(s) (the "Fees").

B. **Service areas.** For purposes of assessing and collecting Fees for water and wastewater under this Agreement, the Area is deemed to be located within CITY's capital improvements plan service area therefor. For the purpose of assessing and collecting Fees for roadways under this Agreement, the Area is deemed to be located in CITY's capital improvements plan roadway service area(s) immediately adjacent thereto; provided, however, that if the Area is not located immediately adjacent to a roadway service area and is located immediately adjacent to a tract of land that is associated with an agreement regarding fees similar to the Fees in this Agreement, the Area is deemed to be located in the roadway service area(s) specified in such similar agreement associated with the adjacent tract of land.

C. **Capital improvements and facility expansions.** For purposes of this Agreement, a capital improvement or facility expansion that will serve the Area shall be deemed to be included in CITY's capital improvements plan if:

   a. said capital improvement or facility expansion is substantially similar to a type of capital improvement or facility expansion identified in CITY's capital improvements plan; or

   b. said capital improvement or facility expansion is an extension of a capital improvement or facility expansion identified in CITY's capital improvements plan.

D. **Time of assessment.** Fees shall be assessed at the time of recordation of a final plat of any portion of the Area, at the time the Area is annexed, or on the effective date(s) of the applicable impact fee ordinance(s), whichever is later.

E. **Time of collection.** CITY shall collect the Fees from PETITIONER at the time of issuance of a building permit. PETITIONER acknowledges and agrees that no building permit or certificate of occupancy shall be issued until PETITIONER has paid the applicable Fees.

F. **Amendment to land use assumptions, capital improvements plan, or impact fees.** Notwithstanding any provision in this Agreement to the contrary, if CITY amends its land use assumptions, capital improvements plan, or impact fees such that PETITIONER would be required to pay impact fees, CITY shall assess and PETITIONER shall pay the applicable impact fees in accordance with the applicable impact fee ordinance(s), as amended; provided, however, that to the extent CITY assesses applicable Fees for service units under this Agreement, PETITIONER shall pay such Fees in accordance with this Agreement and shall not be required to pay the applicable impact fees for the same service units.

G. **Article to survive termination.** If CITY annexes the Area within one year from the

effective date, the provisions of this Article shall survive termination of this Agreement.

ARTICLE V. GOVERNMENTAL IMMUNITY

By executing this agreement CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action.

THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE VI. RELEASE

NOTWITHSTANDING ANY OTHER PROVISIONS, PETITIONER HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH PETITIONER HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, CITY'S NEGLIGENCE, OR CLAIMS UNDER CHAPTER 395 OF THE TEXAS LOCAL GOVERNMENT CODE. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE VII. ATTORNEYS' FEES

In the event of any conflict between the parties hereto such that either party brings or commences any legal action or proceeding related to this Agreement, including but not limited to any action pursuant to the provisions of the Texas Uniform Declaratory Judgments Act (Tex. Civ. Prac. & Rem. Code §37.001, et seq., as amended), the parties hereto agree to waive any and all rights to recovery of attorneys' fees to which the prevailing party might otherwise be entitled.

BY EXECUTING THIS AGREEMENT, THE PARTIES AGREE TO WAIVE AND DO HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM EITHER PARTY HAS OR MAY HAVE IN THE FUTURE AGAINST THE OTHER PARTY, SPECIFICALLY AND SOLELY REGARDING THE AWARD OF ATTORNEYS' FEES, WHICH ARE IN ANY WAY RELATED TO THE AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THE AGREEMENT. THE PARTIES SPECIFICALLY AGREE THAT IF A PARTY BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING

RELATED TO THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET. SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, THE PARTY BRINGING THE ACTION AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEYS' FEES TO WHICH THE PARTY MIGHT OTHERWISE BE ENTITLED.

THE PARTIES AGREE THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING KNOWN RIGHT. EACH PARTY ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THE AGREEMENT. THE PARTIES FURTHER ACKNOWLEDGE AND AGREE THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN CITY AND PETITIONER. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF SOVEREIGN IMMUNITY.

THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT. PETITIONER AND CITY ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

ARTICLE VIII. GENERAL PROVISIONS

A. **Governing law and venue.** This Agreement shall be governed by the laws of the State of Texas. All performance made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this Agreement or the performance of this Agreement shall be in Midland County, Texas. The obligations and undertakings of each of the parties to this Agreement shall be deemed to have occurred in Midland County, Texas. This Agreement shall be governed by, interpreted, enforced and construed under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction. The provisions of this Article VIII.A. shall survive termination of this Agreement.

B. **Notice.** Any notice or demand that shall be made regarding this Agreement, shall be made in writing and delivered either in person or by certified or registered mail. Notice by mail shall be complete upon deposit of the paper, postage prepaid, in a post office or official depository under the care and custody of the United States Postal Service addressed as

follows:

If to CITY: City Manager's Office
P.O. Box 1152
Midland, Texas 79702

If to PETITIONER: Midland-Odessa Golf Corporation
P.O. Box 12580
Odessa, TX 79768

The parties hereto may change the above-designated addresses by giving notice pursuant to the terms of this Section.

C. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

D. **Use of language.** Words in the singular shall be held to include the plural, unless the context otherwise requires.

E. **Amendments, modifications, alterations.** No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

F. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed as original, and all of which shall constitute one and the same instrument.

G. **Notice of alleged breach; statutory prerequisites.** As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, PETITIONER or PETITIONER'S legal representative, shall give the City Manager, or any other reasonable official of CITY, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which PETITIONER will settle, the physical and mailing addresses of PETITIONER at the time and date the claim was presented and the physical and mailing addresses of PETITIONER for the six months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom PETITIONER relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to PETITIONER that PETITIONER'S notice is insufficient. CITY reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, PETITIONER'S failure to comply with the requirements herein shall perpetually bar PETITIONER'S claim for damages under Chapter 271 of the Texas Local Government Code and Section 311.034 of the Texas Government Code, regardless of whether CITY has actual or constructive notice or knowledge of said claim or alleged damages. The provisions of this Article VIII.G. shall survive termination of this agreement. **PETITONER AGREES THAT THE REQUIREMENTS OF THIS ENTIRE AGREEMENT ARE REASONABLE.**

H. **Covenants run with the land.** The provisions of this Agreement are covenants that run with the land located in the Area. CITY and PETITIONER agree that this Agreement may be recorded in the deed records of the county in which the Area is located. CITY and PETITIONER acknowledge and agree that this Agreement is binding upon CITY and PETITIONER and their respective successors, executors, heirs, and assigns, as applicable. The provisions of this Article VIII.H. shall survive termination of this Agreement.

EXECUTED the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Robert Patrick, Interim City Manager

ATTEST

_____
Amy M. Turner, City Secretary

APPROVED ONLY AS TO FORM

_____
John Ohnemiller, City Attorney

PETITIONER:

By: _____

Name: JON CRAIN

Title: PRESIDENT

STATE OF TEXAS §

§

COUNTY OF ECTOR §

BEFORE ME, the undersigned authority, on this 10th day of February, 2021 personally appeared, Jon Crain, an officer of Midland Odessa Golf Corp, 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 10th day of February, 2021.

SUZANNE EICHER
Notary Public
State of Texas
ID # 1025491-2
My Comm. Expires 8-22-2024

Suzanne Eicher

Notary Public, State of Texas

EXHIBIT "A" TO SERVICE AGREEMENT

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract of land described in Exhibit A (the "Property"), said Exhibit being attached hereto and incorporated herein, Midland-Odessa Golf Corporation ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

Jon Crain, President

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

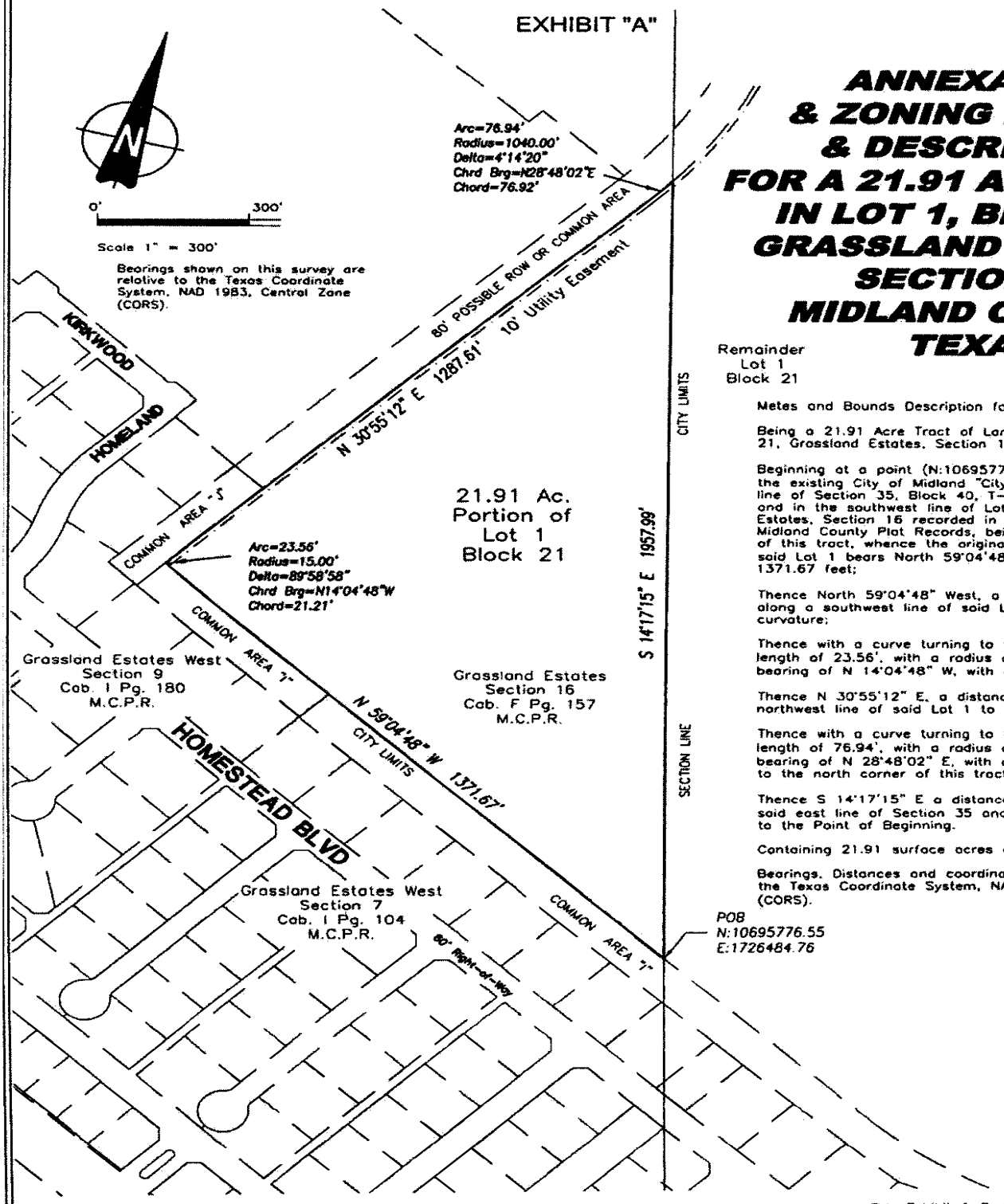
This instrument was acknowledged before me on the 4th day of February, 2021, by Jon Crain in the capacity herein stated.

MY COMMISSION EXPIRES
8/22/2024

Suzanne Eicher
Notary Public, State of TX

SUZANNE EICHER
Notary Public
State of Texas
ID # 1025491-2
My Comm. Expires 8-22-2024

EXHIBIT "A"



ANNEXATION & ZONING EXHIBIT & DESCRIPTION FOR A 21.91 ACRE TRACT IN LOT 1, BLOCK 21, GRASSLAND ESTATES, SECTION 16, MIDLAND COUNTY, TEXAS.

Remainder
Lot 1
Block 21

Metes and Bounds Description for Annexation and Zoning:

Being a 21.91 Acre Tract of Land located in Lot 1, Block 21, Grassland Estates, Section 16, Midland County, Texas.

Beginning at a point (N:10695776.55, E:1726484.76') on the existing City of Midland "City Limits" line, the east line of Section 35, Block 40, T-2-S, T&P RR Co Survey and in the southwest line of Lot 1, Block 21, Grassland Estates, Section 16 recorded in Cabinet F, Page 157, Midland County Plat Records, being the southwest corner of this tract, whence the original most westerly corner of said Lot 1 bears North 59°04'48" West, a distance of 1371.67 feet;

Thence North 59°04'48" West, a distance of 1371.67 feet along a southwest line of said Lot 1 to a point of curvature;

Thence with a curve turning to the right with an arc length of 23.56', with a radius of 15.00', with a chord bearing of N 14°04'48" W, with a chord length of 21.21';

Thence N 30°55'12" E, a distance of 1287.61' along a northwest line of said Lot 1 to a point of curvature;

Thence with a curve turning to the left with an arc length of 76.94', with a radius of 1040.00', with a chord bearing of N 28°48'02" E, with a chord length of 76.92' to the north corner of this tract;

Thence S 14°17'15" E a distance of 1957.99' along a said east line of Section 35 and said "City Limits" line to the Point of Beginning.

Containing 21.91 surface acres of land.

Bearings, Distances and coordinates are GRID, based on the Texas Coordinate System, NAD83, Central Zone (CORS).

This Exhibit & Description were prepared from record information for a political subdivision (zoning) and do not represent an actual on the ground survey. This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

15 December 2017

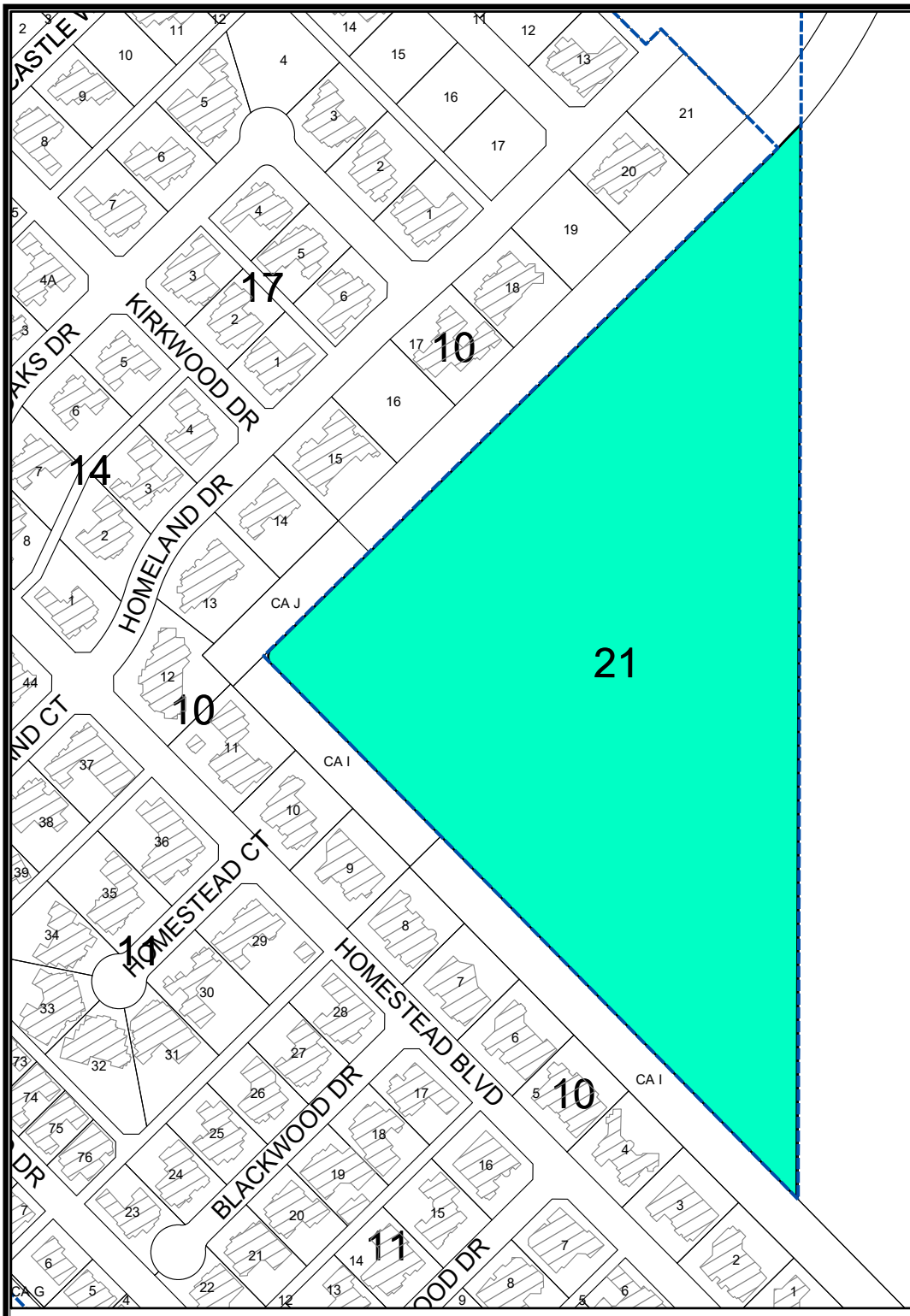
STATE OF TEXAS
REGISTERED
AARON SCOTT BURRELL
5689
PROFESSIONAL
LAND SURVEYOR

Aaron S. Burrell
Registered Professional Land Surveyor
Texas No. 5689

AARON BURRELL LAND SURVEYORS, LLC.

Professional Land Surveying & Mapping
Aaron Burrell Land Surveyors, LLC
TBPLS Firm No. 10194217
415 W. Wall St., Suite 204 Midland, Texas 79701
P.O. Box 81041 Midland, Texas 79708
432-848-4439
www.asbsurveyors.com

PACKET
April 27, 2021



LOCATION MAP

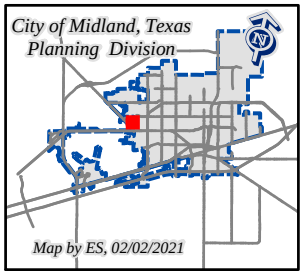
A-21-0024 **Scale: 1" = 300'**

Consider a request for the annexation of a 21.91- acre tract of land located in Lot 1, Block 21, Grassland Estates, Section 16, Midland County, Texas.

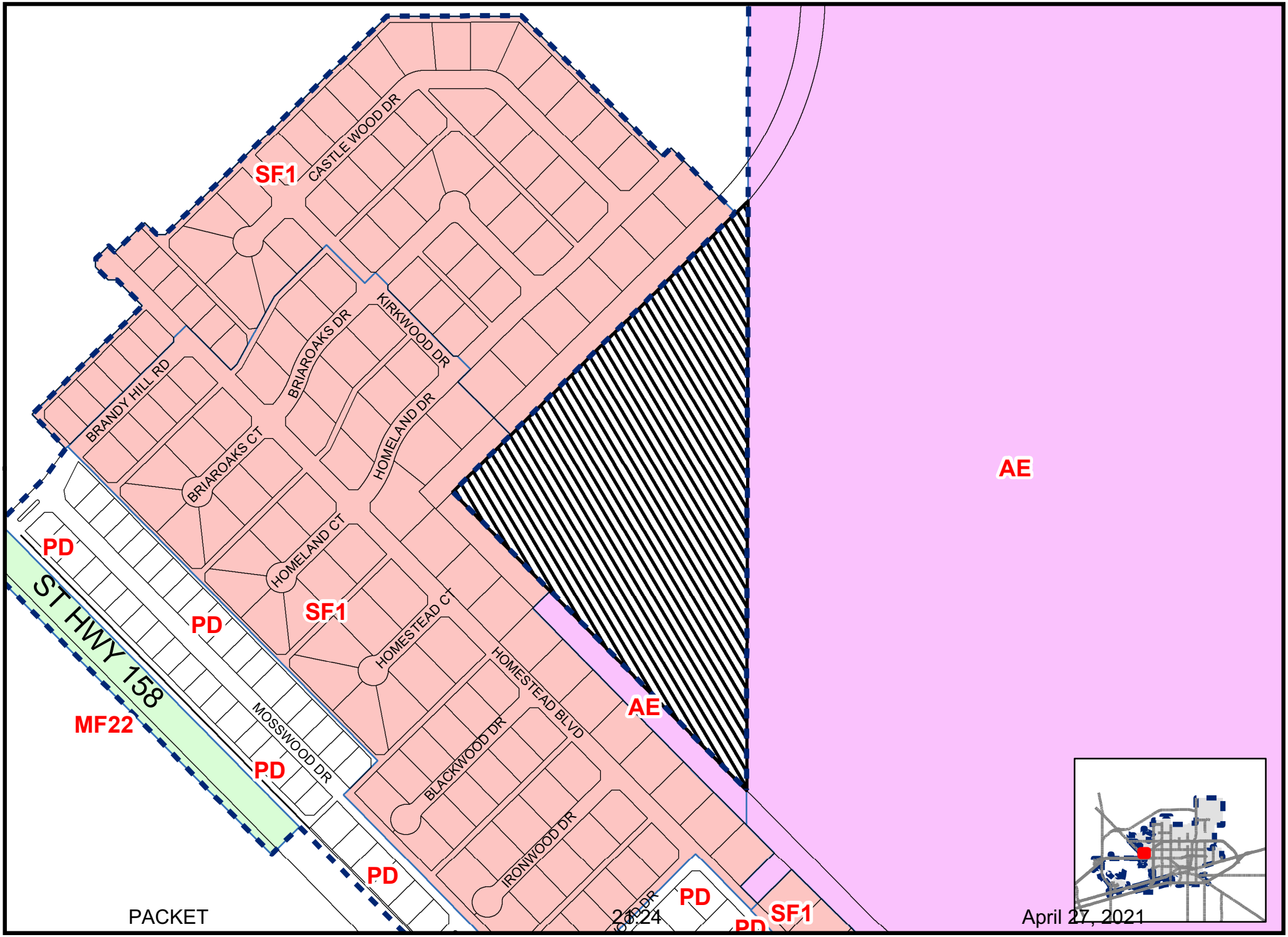
Generally located approximately 266 feet east of Homeland Drive and approximately 258 feet east of Homestead Boulevard. (Extraterritorial Jurisdiction)

L E G E N D

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



April 27, 2021



Map By COB, 02/23/2021

A-21-0024/Z-21-0212 **Scale: 1" = 400'**

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.









City Council Meeting

Item Number: 22

Meeting Date: April 27, 2021

To: City Council / City Manager

From: Elizabeth Shaughnessy, Senior Planner

Subject: AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATION OF THE AREA INDICATED AS BEING A 21.91-ACRE TRACT OF LAND OUT OF LOT 1, BLOCK 21, GRASSLAND ESTATES, SECTION 16, MIDLAND COUNTY, TEXAS, AS AN AE, AGRICULTURAL ESTATE DISTRICT; SAID TRACT BEING GENERALLY LOCATED APPROXIMATELY 266 FEET EAST OF THE INTERSECTION OF HOMELAND DRIVE AND APPROXIMATELY 258 FEET EAST OF HOMESTEAD BOULEVARD; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

Purpose:

Consider an ordinance on a request by Midland-Odessa Golf Corp. for the initial zoning of a 21.91-acre tract of land located in Lot 1, Block 21, Grassland Estates, Section 16, Midland County, Texas, located approximately 266 feet east of Homeland Drive and approximately 258 feet east of Homestead Boulevard.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the city.

Discussion:

The applicant, Midland-Odessa Golf Corp., is requesting for the initial zoning of a 21.91-acre

tract of land located in Lot 1, Block 21, Grassland Estates, Section 16, Midland County, Texas, located approximately 266 feet east of Homeland Drive and approximately 258 feet east of Homestead Boulevard, which is currently being annexed, to be AE, Agricultural Estate District.

The site is currently in the process of being annexed into City Limits as well as in the process of being platted.

This case has been circulated to and reviewed by all pertinent City departments for internal review and has received no objections. Their comments are as follows.

Engineering: (Approved)

No Objection.

Transportation: (Approved)

Depending on the nature and scale of the proposed development, a Traffic Impact Analysis MAY be required prior to approval of construction drawings.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Fire: (Approved)

No objections.

Code Administration: (Approved)

No objection.

Oil and Gas: (Approved)

No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat.

Planning:

The Future Land Use Plan in the Tall City Tomorrow Comprehensive Plan calls for Park-Open Space land uses in this area; however, the surrounding zoning is AE, Agricultural Estate District, and SF-1, Single-Family Dwelling District.

This request was recommended for approval at the April 5, 2021 Planning and Zoning Commission meeting.

Staff recommends approval of this initial zoning of AE, Agricultural Estate District, subject to condition A.

Conditions:

A. **That the use and development of the property shall conform to the regulations of the AE, Agricultural Estate District.**

Letters of Objection:

As of April 5, 2021, staff has received 16 letters of objection to this request, which amounts to 25% objections within the 200-foot notification area.

Attachments:

Petition (Exhibit A)
Application
Maps
Letter of Objections
Objection Map

Robert Patrick

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATION OF THE AREA INDICATED AS BEING A 21.91-ACRE TRACT OF LAND OUT OF LOT 1, BLOCK 21, GRASSLAND ESTATES, SECTION 16, MIDLAND COUNTY, TEXAS, AS AN AE, AGRICULTURAL ESTATE DISTRICT; SAID TRACT BEING GENERALLY LOCATED APPROXIMATELY 266 FEET EAST OF THE INTERSECTION OF HOMELAND DRIVE AND APPROXIMATELY 258 FEET EAST OF HOMESTEAD BOULEVARD; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, notice has been given to all parties in interest and citizens by publication in the official newspaper and otherwise of a hearing to be held before the City Council on April 27, 2021 (the "Hearing Date"), to consider an amendment to the Zoning District Map of the City of Midland, Texas, so as to establish the initial zoning classification of the property described in Section One hereof as an AE, Agricultural Estate District, as set out in Title XI, Chapter 1 of the City Code of Midland, Texas; and

WHEREAS, such a public hearing was held in the Council Chambers on the Hearing Date, as advertised; and

WHEREAS, after a full hearing, at which all parties in interest and citizens were given an opportunity to be heard; and after considering among other things, the character of the property involved and the surrounding area and its peculiar suitability for particular uses; and with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout such municipality, the Council finds it to be in the best interest of the health, safety, morals and general welfare of the City of Midland to amend the Zoning District Map accordingly;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the initial zoning classification of the area indicated on Exhibit "A", attached hereto and incorporated herein by reference, is hereby established as

an AE, Agricultural Estate District, and the Zoning District Map of the City of Midland, Texas, is hereby amended to reflect the establishment of this initial zoning classification.

SECTION TWO. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION THREE. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FOUR. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION FIVE. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the ___day of _____, A.D., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the ___ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

EXHIBIT "A"

PETITION FOR ANNEXATION

Dear City of Midland:

As current owner of the tract of land described in Exhibit A (the "Property"), said Exhibit being attached hereto and incorporated herein, Midland-Odessa Golf Corporation ("Owner") submits this petition for annexation and hereby requests that the Property be added to and annexed to the City of Midland.

Jon Crain, President

THE STATE OF TEXAS §
§
COUNTY OF MIDLAND §

This instrument was acknowledged before me on the 4th day of February, 2021, by Jon Crain in the capacity herein stated.

MY COMMISSION EXPIRES

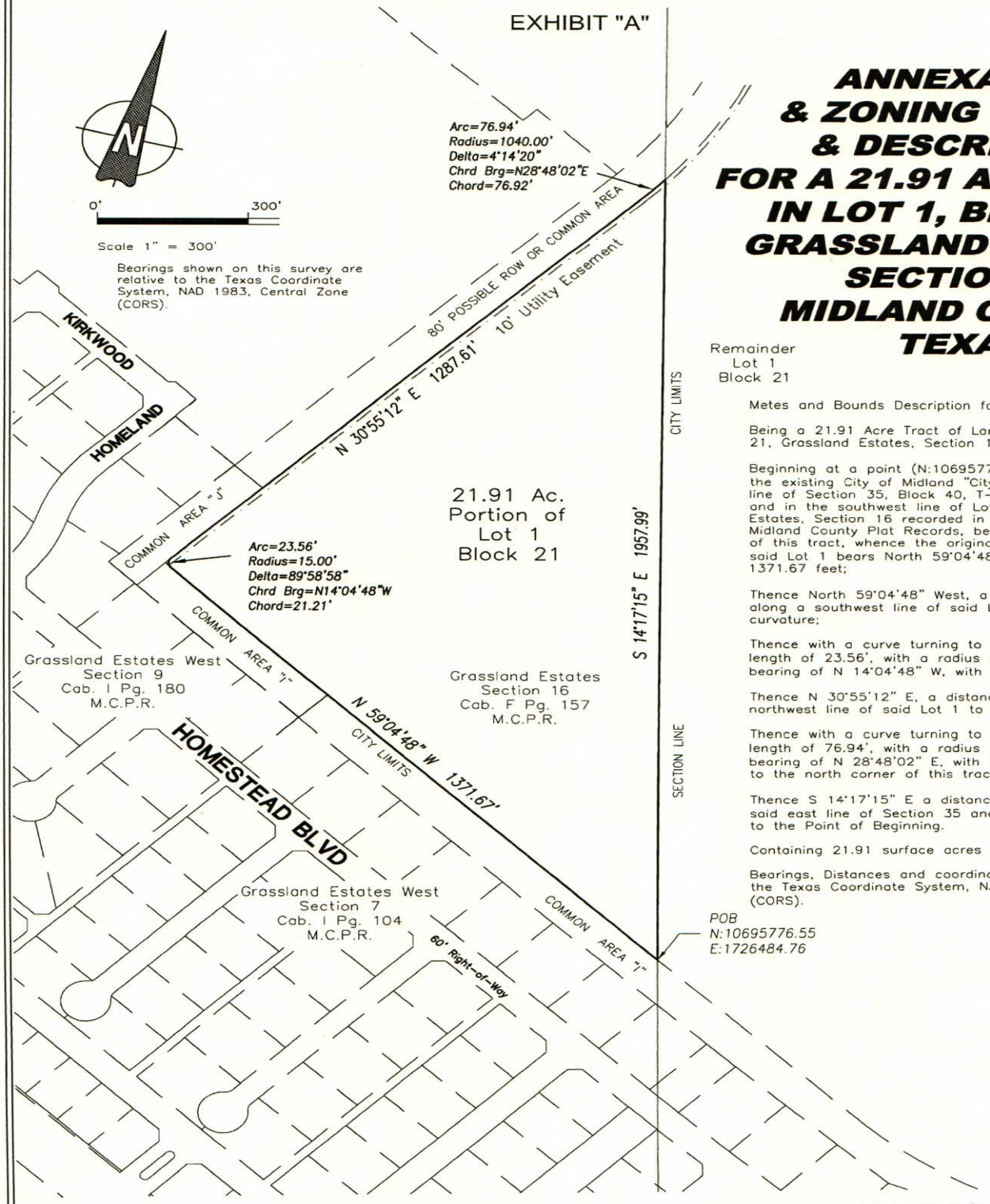
8/22/2024

Notary Public, State of TX

SUZANNE EICHER
Notary Public
State of Texas
ID # 1025491-2
My Comm. Expires 8-22-2024

EXHIBIT "A"

ANNEXATION & ZONING EXHIBIT & DESCRIPTION FOR A 21.91 ACRE TRACT IN LOT 1, BLOCK 21, GRASSLAND ESTATES, SECTION 16, MIDLAND COUNTY, TEXAS.



Remainder
Lot 1
Block 21

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15 December 2017

STATE OF TEXAS
REGISTERED
AARON SCOTT BURRELL
5689
PROFESSIONAL
LAND SURVEYOR

Aaron S. Burrell
Registered Professional Land Surveyor
Texas No. 5689

AARON BURRELL
LAND SURVEYORS, LLC.

Professional Land Surveying & Mapping
Aaron Burrell Land Surveyors, LLC
TBPLS Firm No. 10194217
415 W. Wall St., Suite 204 Midland, Texas 79701
P.O. Box 81041 Midland, Texas 79708
432-848-4439
www.asbsurveyors.com

PACKET 2.8 April 27, 2021

MIDLAND
Planning Division

Annexation/Initial Zoning

Project Number: A-21-0024

Case Number: _____

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Midland-Odessa Golf Corp.		Phone (432) 559-2011 Email joncrain.nvgc@gmail.com	
Address 4800 E 42nd Street, Suite 210	City Odessa	State TX	Zip 79762

Property Owner Printed Name: Midland-Odessa Golf Corp.		Phone (432) 559-2011 Email joncrain.nvgc@gmail.com	
Address 4800 E 42nd Street, Suite 210	City Odessa	State TX	Zip 79762

Representative *(if different from Applicant or Property Owner)* Firm: Parkhill Printed Name: Josh Wallender (PSC PROJ # 6086.21)		Phone (432) 697-1447 Email jwallender@parkhill.com	
Address 1700 W. Wall Street, Suite 100	City Midland	State TX	Zip 79701

Street Address: 6101 W Wadley

Legal Description
Lot: 1 Block: 21 Subdivision: Grassland Estates, Section 16

Proposed Zone:
(List by tracts if more than one district is requested)

Reason for Zone Change Request: Would like to annex into the city

Present Use of Property: Golf Course Location

Proposed Use of Property: Golf Course

How would this zone change affect the public health, safety and welfare? No Effect

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Metes and Bounds Description
- Survey Map
- Dimensioned Site Plan (If applicable)
- Digital Copies of Documents(PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature): Jon Crain	Date: 1-19-2021
Applicant (printed): Midland-Odessa Golf Corp - Jon Crain	
Property Owner (signature): Jon Crain	Date: 1-19-2021
Property Owner (printed) : Midland-Odessa Golf Corp - Jon Crain	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Josh Wallender who, being by me duly sworn, upon oath says: That (s)he is authorized by Midland-Odessa Golf Corp, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (*signature*)

Subscribed and sworn to before me, this 21 day of January, 2021, to certify which witness my hand and seal of office.

SHERI MULLINS
My Notary ID # 8145198
Expires October 10, 2022

Sheri Mullins
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

- ☑ Property Owner Authorization
- ☑ Application Fee

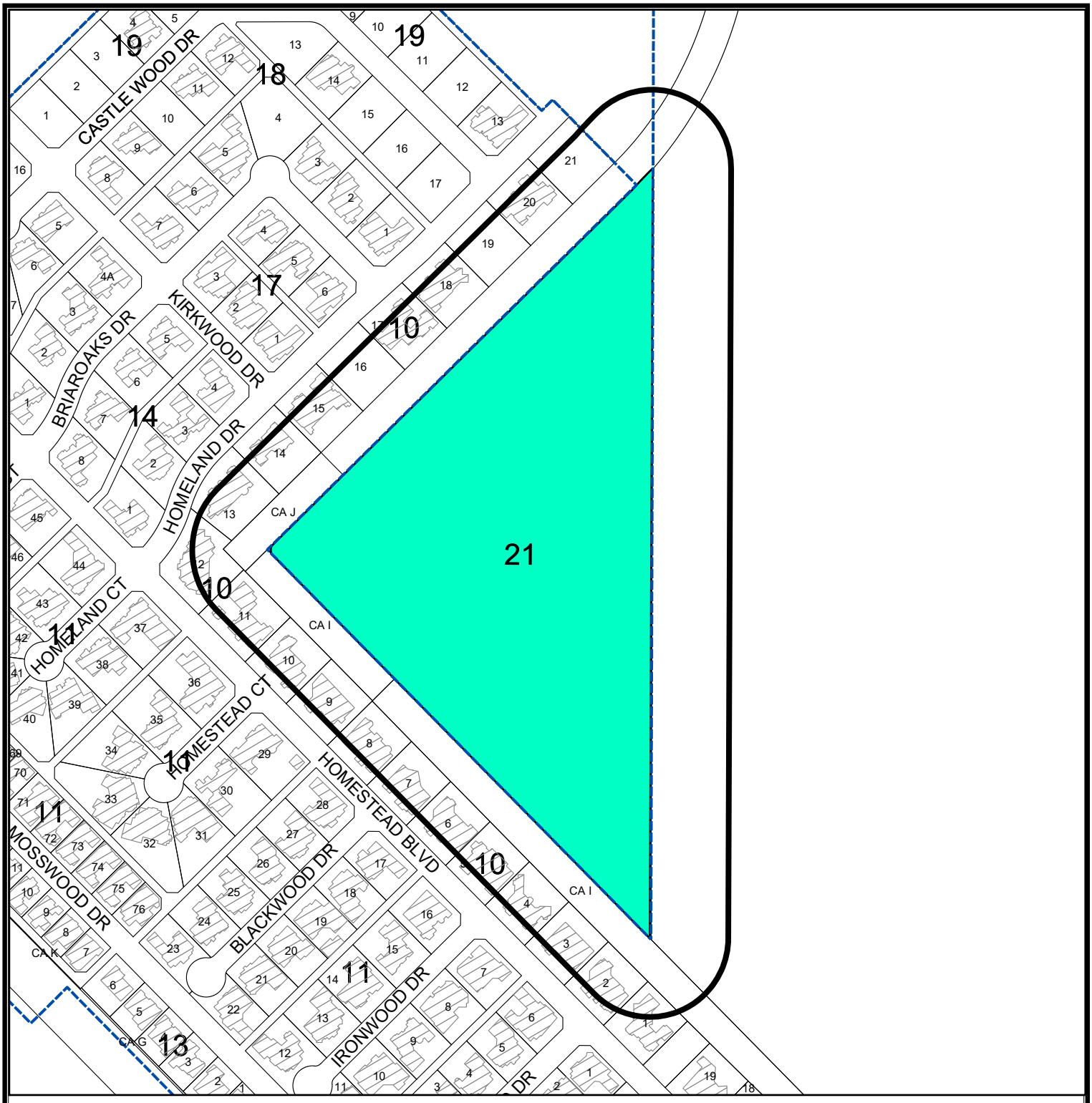
Check # 1489

- ☑ Dimensioned Site Plan
- ☐ Plans in Digital Format (PDF/JPEG)

Received By: V. Shaman

Date: RECEIVED JAN 21 2021 By: .....

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

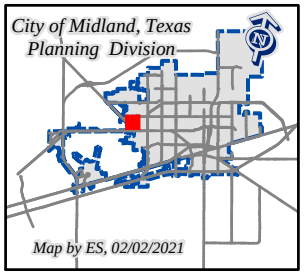
Z-21-0212 **Scale: 1" = 300'**

Consider a request by Midland-Odessa Golf Corp. for the initial zoning of a 21.91-acre tract of land located in Lot 1, Block 21, Grassland Estates, Section 16, Midland County, Texas.

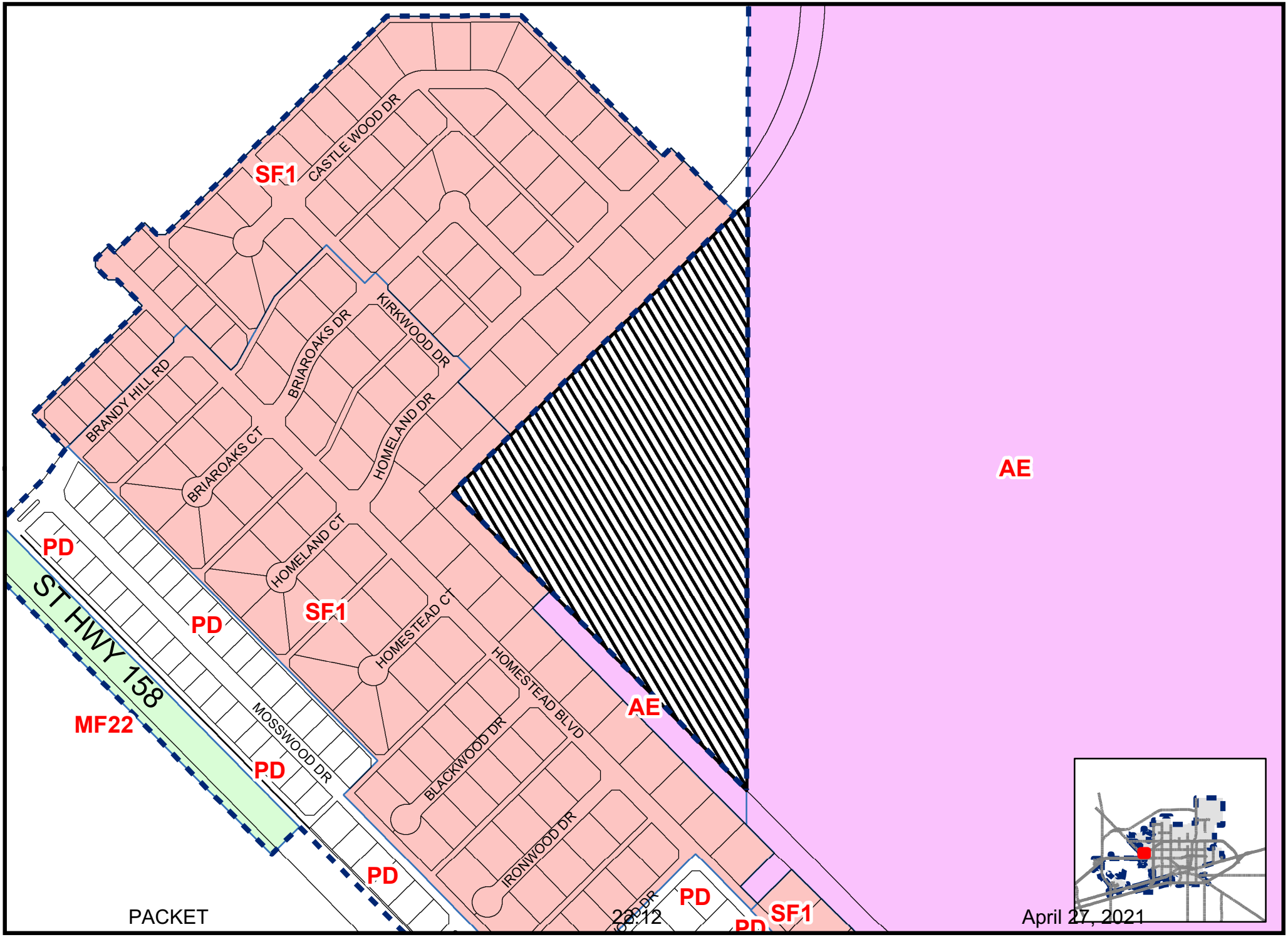
Generally located approximately 266 feet east of Homeland Drive and approximately 258 feet east of Homestead Boulevard. (Extraterritorial Jurisdiction)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



April 27, 2021



Map By COB, 02/23/2021

A-21-0024/Z-21-0212 **Scale: 1" = 400'**

ZONING MAP

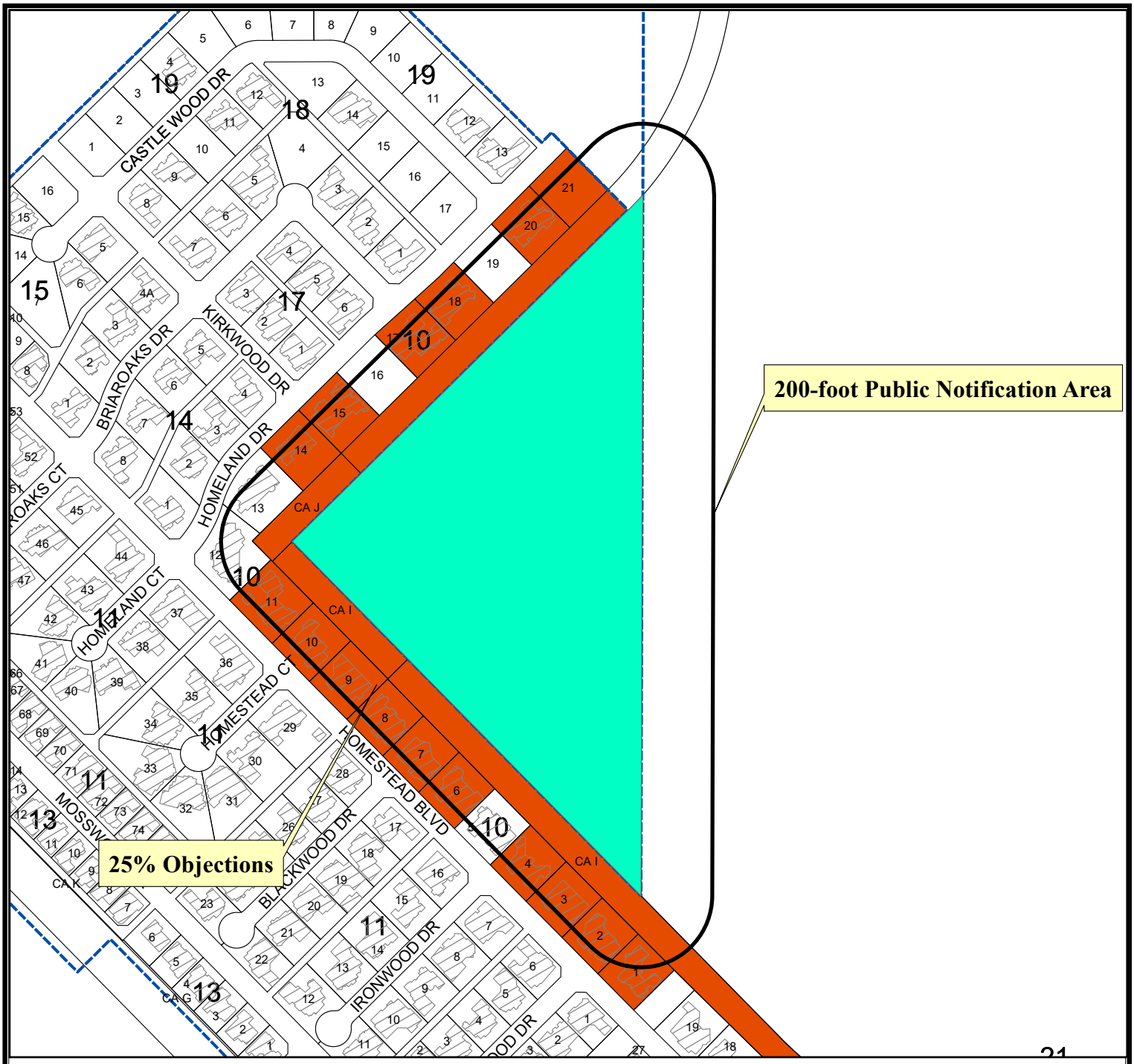
© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.











LOCATION MAP

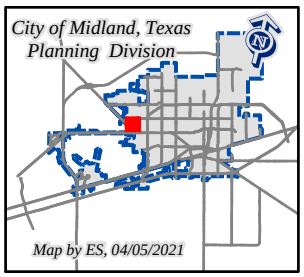
Z-21-0212 **Scale: 1" = 250'**

Consider a request by Midland-Odessa Golf Corp. for the initial zoning of a 21.91-acre tract of land located in Lot 1, Block 21, Grassland Estates, Section 16, City and County of Midland, Texas.

Generally located approximatel 266 feet east of Homeland Drive and approximately 258 feet north of Homestead Boulevard. (Extraterritorial Jurisdiction

L E G E N D

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS
- OBJECTIONS



April 27, 2021

MIDLAND
Planning Divis

Darpan & Bhavika Bhakta
2600 Homeland Dr.

PUBLIC NOTICE

The **Planning and Zoning Commission** of the City of Midland, Texas, will hold a public hearing at **3:30 p.m.** on **Monday, April 5, 2021,** in the Council Chamber, City Hall, 300 N. Loraine, Midland, TX 79701 and via video conference, on a request by **Midland-Odessa Golf Corp** for the **Initial Zoning** of the following described property:

LEGAL DESCRIPTION: A 21.91-acre tract of land located in Lot 1, Block 21, Grassland Estates, Section 16, Midland County, Texas.

LOCATION: Generally located approximately 266 feet east of Homeland Drive and approximately 258 feet east of Homestead Boulevard. (Extraterritorial Jurisdiction)

PROPOSED ZONING:

From: No Current Zoning
To: AE, Agricultural Estate District

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I object to this request ✓ **Comments:** Decrease in value

Required Information:

Property Owner's Signature	Bhavika Bhakta Printed Name	2600 Homeland Dr. Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division at 685-7400. Si ud. desea más información en Español sobre esta cuestión, llame al : 685-7400.

Notices Mailed: 23
Date Mailed: March 26, 2021
Case Number: Z-21-0212
Case Name: Midland-Odessa Golf Corp
ES Planner's Initials

for
Cristina Odenborg Burns
Planning Division Manager
Department of Development Services

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RECEIVED
APR 05 2021
BY

MIDLAND

Planning Divis

Ankur Bhakta
2708 Homeland Dr.

PUBLIC NOTICE

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To: AE, Agricultural Estate District

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I object to this request ____ **Comments:** Decrease Property Valul

Required Information:

Ankur Bhakta — Property Owner's Signature

Ankur Bhakta — Printed Name

2708 Homeland Dr. — Property Address (**No P. O. Boxes**)

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Notices Mailed: 23
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RECEIVED
APR 05 2021

MIDLAND
Planning Divi

HELM JOHN LOY
6508 HOMESTEAD BLVD
MIDLAND TX 79707

PUBLIC NOTICE

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I object to this request ✓ **Comments:** This is part of Mr Crain's objective to sell the land & turn it into a housing development

Required Information:

JOHN LOY HELM
Property Owner's Signature

KIMBERLY A. HELM
Printed Name

6508 Homestead Blvd
Property Address (**No P. O. Boxes**)

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Notices Mailed: 23
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BY:

MIDLAND
Planning Divis

SMITH KENNETH C
6412 HOMESTEAD BLVD
MIDLAND TX 79707

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I object to this request X **Comments:** MIDLAND-ODESSA GOLF CORP HAS Been denied the SF1 zoning request on this 21.91 acres on 3/1/21, so they decided to try

Required Information:

Property Owner's Signature

Kenneth C. Smith
Printed Name

6412 Homestead Blvd.
Property Address (**No P. O. Boxes**)

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Department of Development Services

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a different strategy. If they get the 21.91 zoned as AE, that would mean they could request the entire golf course be rezoned (21.91 + 200.92) from AE to SF-1, and I think they would have the majority of the perimeter preventing any objections. I ask that P&Z not approve the 21.91 acres to AE before we all know the "master plan", and the outstanding issues are addressed: 1) property value reduction 2) flood plain issues, 3) reduction of "green space in NW midland 4) Crime 5) trash, dirt, noise 5) power/internet needs. Thank you.

MIDLAND
Planning Divis

BURKES JONATHAN CRAIG
6408 HOMESTEAD BLVD
MIDLAND TX 79707

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I object to this request ✓ **Comments:** Will decrease value of our property which was built around golf course

Required Information:

Property Owner's Signature

Jonathan Burkes
Printed Name

6408 Homestead Blvd, Midland TX 79707
Property Address (**No P. O. Boxes**)

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Planning Division Manager
Department of Development Services

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Planning Divi

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APR 0 1 2021
BY: .....

HARDY CORY
6416 HOMESTEAD BLVD
MIDLAND TX 79707

PUBLIC NOTICE

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I object to this request ✓ **Comments:** _____
Required Information:

Property Owner's Signature

Cory Hardy
Printed Name

6416 Homestead
Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division at 685-7400. Si ud. desea más información en Español sobre esta cuestión, llame al : 685-7400.

Notices Mailed: 23
Date Mailed: March 26, 2021
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ES Planner's Initials

for
Cristina Odenborg Burns
Planning Division Manager
Department of Development Services

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MIDLAND
Planning Divis

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BY: .....

COCHRAN PHILLIP D
6504 HOMESTEAD BLVD
MIDLAND TX 79707

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I object to this request ✓ **Comments:** ① will decrease property value ② purposely paid premium + designed house around back view + privacy ③ spent 200K on backyard for view

Required Information:

Property Owner's Signature

Phillip D. Cochran
Printed Name

6504 Homestead Blvd, Midland TX 79707
Property Address (**No P. O. Boxes**)

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Department of Development Services

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MIDLAND
Planning Divisi

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BY: .....

VALENCIA NATHAN PRICE &
6600 HOMESTEAD
MIDLAND TX 79707

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I object to this request ✓ **Comments:** _____

Required Information:

Nathan + Deawn Valencia — Property Owner's Signature
Nathan + Deawn Valencia — Printed Name
6600 Homestead Blvd — Property Address (**No P. O. Boxes**)

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MIDLAND
Planning Divi

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APR 0 1 2021
BY: .....

ELLIS ZACHARY T
6608 HOMESTEAD BLVD
MIDLAND TX 79707

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I object to this request X **Comments:** _____

Required Information:

Property Owner's Signature

Zachary Ellis
Printed Name

6608 Homestead Blvd.
Property Address (**No P. O. Boxes**)

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MIDLAND
Planning Divi

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BY: .....

JORDAN MATTHEW
2512 HOMELAND DR
MIDLAND TX 79707

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I object to this request V **Comments:** _____

Required Information:

Matthew Jordan — Property Owner's Signature

Matthew Jordan — Printed Name

2512 Homeland Dr. — Property Address (**No P. O. Boxes**)

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MIDLAND
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KUMAR MANISH
2608 HOMELAND DR
MIDLAND TX 79707

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I object to this request X **Comments:** _____
Required Information:

Property Owner's Signature

Alka M Kumar
Printed Name

2608 Homeland Drive
Property Address (**No P. O. Boxes**)

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MIDLAND
Planning Divi

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BY: .....

BORRA RAVI
2612 HOMELAND DR
MIDLAND TX 79707

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I object to this request X **Comments:** (1) Property devaluation (2) Invasion of Privacy (3) compromised security (4) Encroachment of green zone. ~~(5) Potential Secur~~

Required Information:

B Ravichandra
Property Owner's Signature

Printed Name
RAVI C BORRA

2612 Homeland Drive
Property Address (**No P. O. Boxes**)
Midland TX 79707

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MIDLAND
Planning Divis

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James Eddie
2704 Homeland Dr.
Midland, Tx 79707

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LOCATION: Generally located approximately 266 feet east of Homeland Drive and approximately 258 feet east of Homestead Boulevard. (Extraterritorial Jurisdiction)

PROPOSED ZONING:

From: No Current Zoning
To: AE, Agricultural Estate District

Not to be considered a part of the Public Notice: 1) See reverse side for location map; 2) In order to be considered as an official objection to this request a response **must be submitted by mail or delivered *in writing*** to the Planning Division at the address listed above. An official objection may be filed by completing this notice and returning it to the address listed above.

I object to this request. X **Comments:** _____
Required Information:

Property Owner's Signature

Eddie James
Printed Name

2704 Homeland Dr.
Property Address (**No P. O. Boxes**)

If any further information is desired, please contact the Planning Division at 685-7400. Si ud. desea más información en Español sobre esta cuestión, llame al : 685-7400.

Notices Mailed: 23
Date Mailed: March 26, 2021
Case Number: Z-21-0212
Case Name: Midland-Odessa Golf Corp
ES Planner's Initials

Cristina Odenborg Burns
Planning Division Manager
Department of Development Services

The meeting facility is accessible to disabled persons. A wheelchair entry ramp is located at the southeast entrance to City Hall. A parking space designated for use by disabled persons is available near the southeast entrance doors. Any disabled person needing special accommodations or hearing impaired persons wishing to have an interpreter should request services through the Administrative Services Department at least 48 hours prior to the scheduled meeting by contacting Compliance Coordinator for the City of Midland, at (432) 685-7251. If communication via TDD is required, please call 1-800-735-2989. Video Conference information can be found on the City of Midland's website: http://www.midlandtexas.gov/9671/PrimeGov-Meetings

MIDLAND
Planning Divis

RECEIVED
APR 0 1 2021
BY:

LOUDER MARSHALL SHANE
6604 HOMESTEAD BLVD
MIDLAND TX 79707

PUBLIC NOTICE

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I object to this request X **Comments:** We purchased a lot w/ golf course - paid more $.

Required Information:

Property Owner's Signature | Shane Louder (Printed Name) | 6604 Homestead (Property Address (**No P. O. Boxes**))

If any further information is desired, please contact the Planning Division at 685-7400. Si ud. desea más información en Español sobre esta cuestión, llame al : 685-7400.

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Cristina Odenborg Burns for
Planning Division Manager
Department of Development Services

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MIDLAND
Planning Divis

GERETY JAMES
6404 HOMESTEAD BLVD
MIDLAND TX 79707

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To: AE, Agricultural Estate District

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I object to this request X Comments: THIS ZONING REQUEST WILL ALLOW HOMES TO BE BUILT ON THE GOLF COURSE

Required Information:

Property Owner's Signature

JAMES GERETY
Printed Name

6404 HOMESTEAD
Property Address (No P. O. Boxes)

If any further information is desired, please contact the Planning Division at 685-7400. Si ud. desea más información en Español sobre esta cuestión, llame al : 685-7400.

Notices Mailed: 23
Date Mailed: March 26, 2021
Case Number: Z-21-0212
Case Name: Midland-Odessa Golf Corp
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Cristina Odenborg Burns
Planning Division Manager
Department of Development Services

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RECEIVED
APR 0 1 2021

MIDLAND
Planning Divis

GRASSLANDS ESTATES WEST HOA
[redacted]
[redacted]
MIDLAND TX 79707

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I object to this request X Comments: THE HOA RECOGNIZES THIS AS PRELIMINARY REVIEW TO BUILD HOMES ON NUEVA VISTA GOLF COURSE
Required Information: JAMES GERETY, PRESIDENT GEW HOA

Property Owner's Signature — Printed Name — Property Address (No P. O. Boxes)

If any further information is desired, please contact the Planning Division at 685-7400. Si ud. desea más información en Español sobre esta cuestión, llame al : 685-7400.

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Date Mailed: March 26, 2021
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Cristina Odenborg Burns for
Cristina Odenborg Burns
Planning Division Manager
Department of Development Services

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RECEIVED
APR 0 1 2021
BY:

City Council Meeting

Item Number: 23

Meeting Date: April 27, 2021

To: City Council / City Manager

From: Elizabeth Shaughnessy, Senior Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 9.53-ACRE TRACT OF LAND OUT OF LOT 1, BLOCK 4, FREELAND ADDITION, SECTION 6, CITY AND COUNTY OF MIDLAND, TEXAS, FROM AE, AGRICULTURAL ESTATE DISTRICT TO CE, COUNTRY ESTATE DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF EAST GOLF COURSE ROAD AND ELKINS ROAD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

Purpose:

The applicant, Aaron Burrell Land Surveyors, LLC is proposing to replat one (1) lot into (9) nine lots.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the city.

Surrounding Zoning and Land Use:

The properties to the north are zoned AE, Agricultural Estate District and CE, Country Estate District. The properties to the east, south and west are zoned AE, Agricultural Estate District.

Discussion:

The applicant, Aaron Burrell Land Surveyors is requesting approval of a zone change for the replat of one (1) lot into (9) nine residential lots. The current zoning of this property is AE, Agricultural Estate District, which requires a minimum lot area of 2 acres. With this zone change, the developer will be able to plat 8 lots with an area of 1 acre each and 1 lot with a 1.53 acre with complies with the minimum lot area of CE, Country Estate District.

The appropriate setbacks and maximum height of future development must meet the regulations as described in Section 5.04 Residential Zoning District Dimensional Regulations chart.

This proposed zone change has been circulated to and reviewed by respective City departments and their comments, conditions, and requirements are as follows:

Engineering: (Approved)

No objection to zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Fire: (Approved)

No objections.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2017 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

Code Compliance: (Approved with Conditions)

No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Planning:

The Planning and Zoning Commission recommended approval of this request at the April 5, 2021 meeting.

Staff recommends approval of the zone change from AE, Agricultural Estate District to CE, Country Estate District, subject to condition A.

Conditions:

A. **That the use and development of this property shall conform to the regulations of the CE, Country Estate District.**

Letters of Objection:

As of April 23, 2021, staff has not received any letters of objection.

Attachments:

Application
Site Plan (Exhibit A)
Maps

Robert Patrick

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 9.53-ACRE TRACT OF LAND OUT OF LOT 1, BLOCK 4, FREELAND ADDITION, SECTION 6, CITY AND COUNTY OF MIDLAND, TEXAS, FROM AE, AGRICULTURAL ESTATE DISTRICT TO CE, COUNTRY ESTATE DISTRICT (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF EAST GOLF COURSE ROAD AND ELKINS ROAD); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning a 9.53-acre tract of land out of Lot 1, Block 4, Freeland Addition, Section 6, City and County of Midland, Texas, said tract being more specifically described by metes and bounds in Exhibit "A", which is attached hereto and incorporated herein (the "Property"), to CE, Country Estate District, as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from AE, Agricultural Estate District to CE, Country Estate District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all

other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2021, at a regular

meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

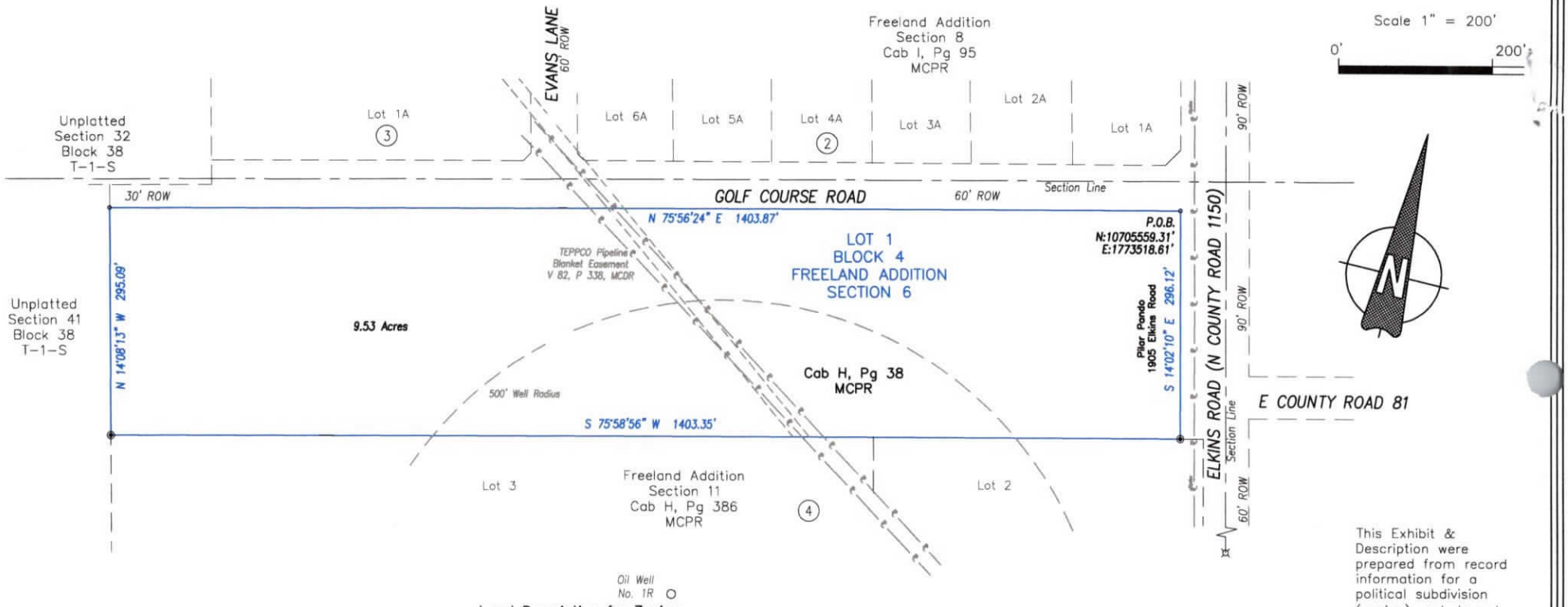


EXHIBIT "A"
ZONING EXHIBIT

BEING 9.53 ACRES, ALL OF LOT 1, BLOCK 4, FREELAND ADDITION, SECTION 6, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

AARON BURRELL
LAND SURVEYORS, LLC.

Legal Description for Zoning:

Lot 1, Block 4, Freeland Addition, Section 6 recorded in Cabinet H Page 38, Midland County Plat Records, and located in the City of Midland, Midland County, Texas.

Boundary more fully described by metes and bounds as follows:

Beginning at (N:10705559.31',E:1773518.61') a point in the south right of way line of Golf Course Road and the west right of way line of Elkins Road at the northeast corner of said Lot 1, Block 4, Freeland Addition, Section 6, being the northeast corner of this tract;

Thence South 14°02'10" East with the east line of said Lot 1 and the west right of way line of said Elkins Road, a distance of 296.12 feet to a point at the northeast corner of Lot 2, Block 9, Freeland Addition, Section 11 recorded in Cabinet H Page 386, Midland County Plat Records, for the southeast corner of said Lot 1, being the southeast corner of this tract;

Thence South 75°58'56" West with the south line of said Lot 1 and the north line of said Lot 2, passing the northwest corner of said Lot 2 and the northeast corner Lot 3, said Block 4, Freeland Addition, Section 11, continuing with the south line of said Lot 1 and the north line of said Lot 3 for a total distance of 1403.35 feet to a point at the northwest corner of said Lot 3 for the southwest corner of said Lot 1, being the southwest corner of this tract;

Thence North 14°08'13" West with the west line of said Lot 1, a distance of 295.09 feet to a point in the south right of way line of said Golf Course Road at the northwest corner of said Lot 1, being the northwest corner of this tract;

Thence North 75°56'24" East with the north line of said Lot 1 and the south right of way line of said Golf Course Road, a distance of 1403.87 feet to a to the Point of Beginning.

Containing 9.53 acres of land.

Bearings, distances, and coordinates are relative to the Texas Coordinate System, NAD 83, Central Zone (CORS).

This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

This Exhibit & Description were prepared from record information for a political subdivision (zoning) and do not represent an actual on the ground survey.

11 March 2021

STATE OF TEXAS
REGISTERED
AARON SCOTT BURRELL
5689
PROFESSIONAL
LAND SURVEYOR

Aaron S. Burrell
Registered Professional Land Surveyor
Texas No. 5689

Professional Land Surveying & Mapping
Aaron Burrell Land Surveyors, LLC
TBPLS Firm No. 10194217
415 W. Wall St., Suite 204, Midland, Texas 79701
P.O. Box 81041, Midland, Texas 79708
432-848-4439
www.asbsurveyors.com

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: Z-21-0229

Applicant *(if acting as Agent, see affidavit on page 2)*
Printed Name: Aaron Burrell
Phone (432) 848-4439
Email aaron@casbsurveyors.com
Address 415 W. Wall ST. #204 | City Midland | State TX | Zip 79701

Property Owner
Printed Name: Pilar Pando / Carlos Martinez Sanz
Phone (432) 210-6968
Email
Address 1905 Elkins Rd | City Midland | State TX | Zip 79705

Representative *(if different from Applicant or Property Owner)*
Firm: _____
Printed Name:
Phone ( )
Email
Address | City | State | Zip

Street Address: 1905 Elkins Rd

Legal Description
Lot: Block: Subdivision: Freeland Addition, Section 13 being a replat of Lot 1, Block 4, Freeland Addition, Section 6, Midland, County, Texas.

Current Zoning:

Proposed Zone:
(List by tracts if more than one district is requested)

Reason for Zone Change Request: _____

Present Use of Property: _____

Proposed Use of Property: _____

How would this zone change affect the public health, safety and welfare? _____

Describe how conditions affecting the property have changed since present zoning designation: _____

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date:
Applicant (printed):	
Property Owner (signature): Pilar Pando Carlos Saenz	Date: 1-21-21
Property Owner (printed) : Pilar Pando Carlos Saenz	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear Aaron Burrell who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or authorized by Pilar Pando, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

A Burrell
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 11th day of March, 2021, to certify which witness my hand and seal of office.

Kaylie Kirkpatrick

KAYLIE KIRKPATRICK
COMM. EXPIRES 6-21-2022
NOTARY ID 13161447-6

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

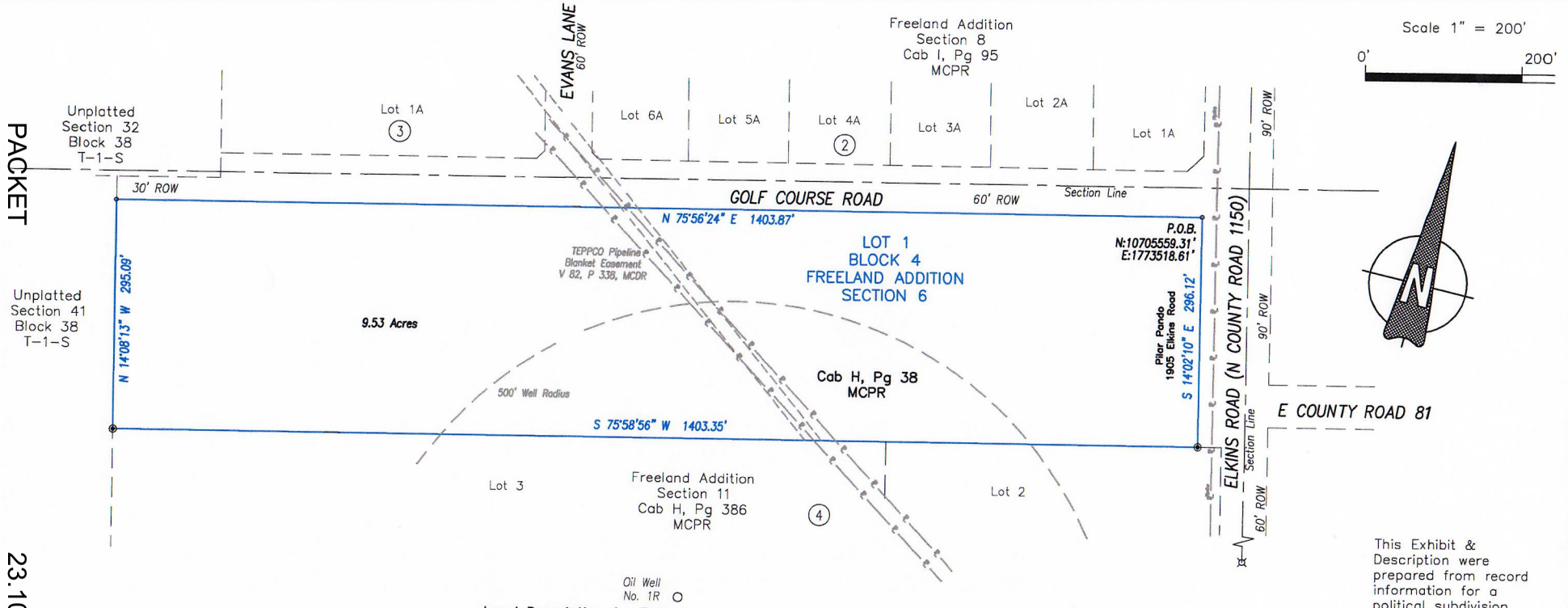
☑ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☐ Plans in Digital Format (PDF/JPEG)
Check # 1077	
Received By: Joseph Maycock	Date: RECEIVED MAR 12 2021 BY:

****Application will not be considered for scheduling until reviewed by a planner.****

PACKET

23.10

April 27, 2021



ZONING EXHIBIT

BEING 9.53 ACRES, ALL OF LOT 1, BLOCK 4, FREELAND ADDITION, SECTION 6, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS.

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Containing 9.53 acres of land.

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LAND SURVEYORS, LLC.

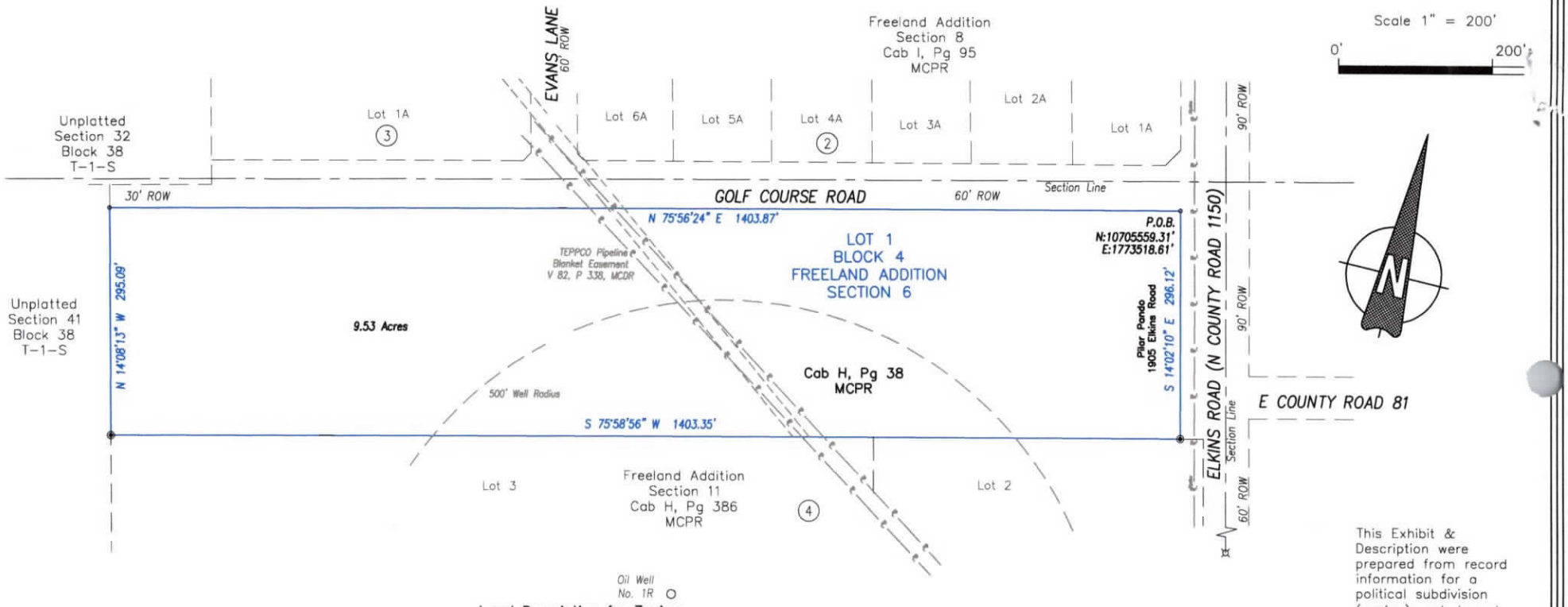
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11 March 2021

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AARON SCOTT BURRELL
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Aaron S. Burrell
Registered Professional Land Surveyor
Texas No. 5689

AARON BURRELL
LAND SURVEYORS, LLC.

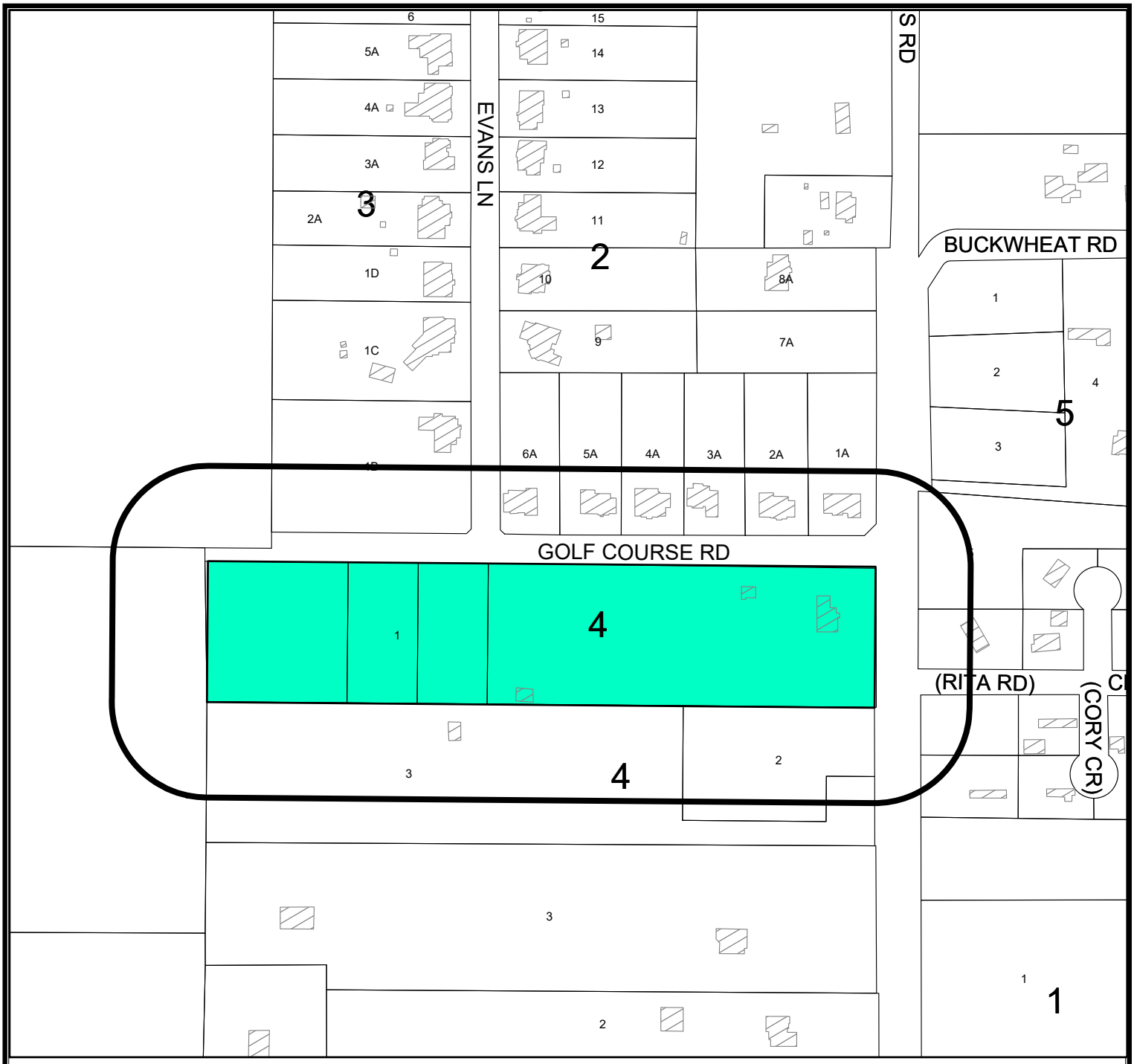
Professional Land Surveying & Mapping

Aaron Burrell Land Surveyors, LLC
TBPLS Firm No. 10194217

415 W Wall St, Suite 204
Midland, Texas 79701

P.O. Box 81041
Midland, Texas 79708

432-848-4439
www.asbsurveyors.com



LOCATION MAP

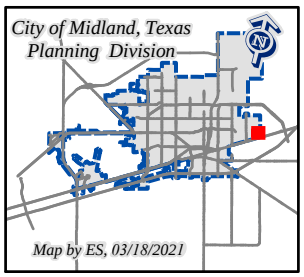
Z-21-0229 **Scale: 1" = 250'**

Consider a request by Aaron Burrell Land Surveyors, LLC for a Zone Change from AE, Agricultural Estate District to CE, Country Estate District on a 9.53 acre tract of Lot 1, Block 4, Freeland Addition, Section 6, City and County Of Midland, Texas.

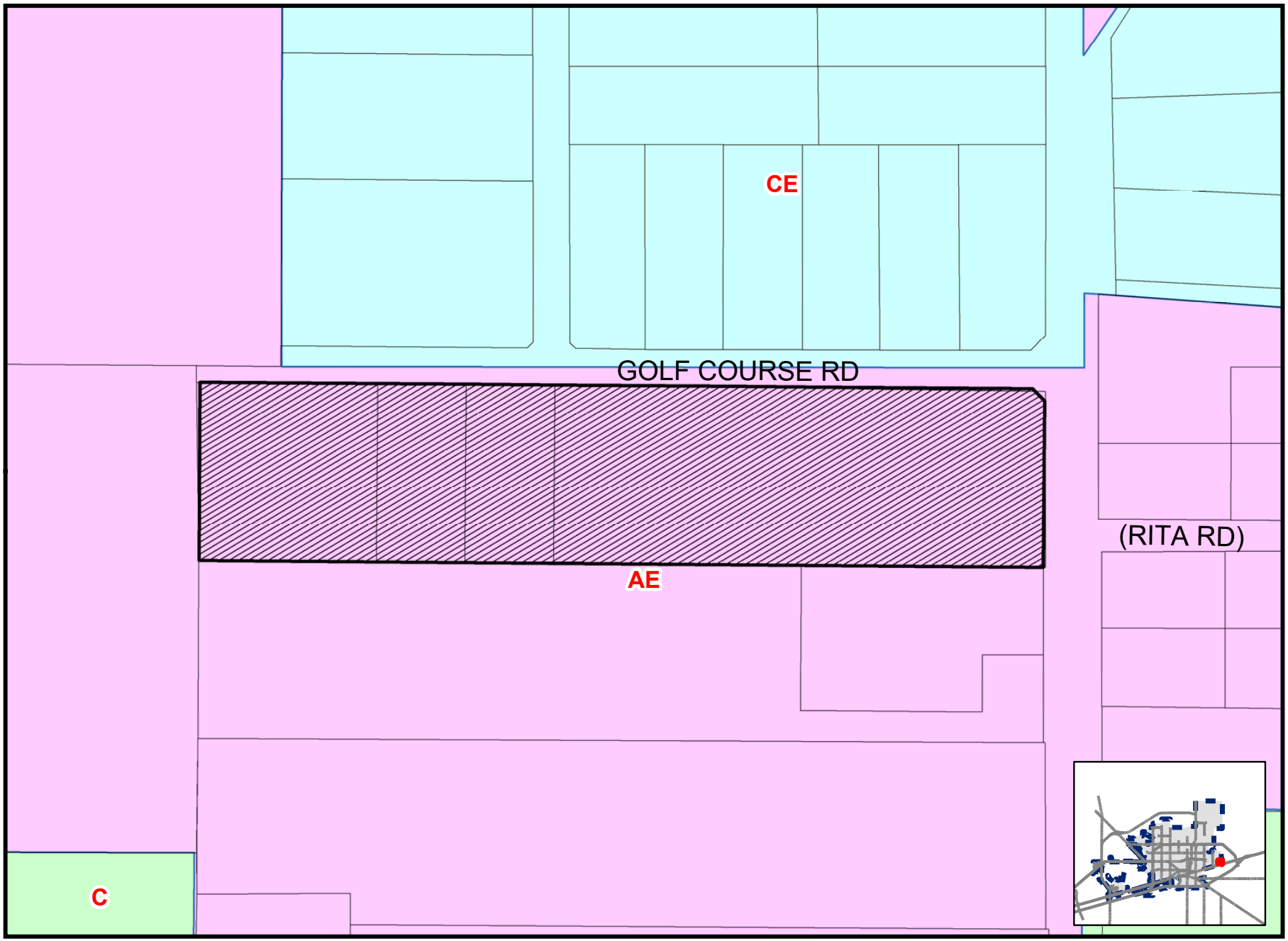
Generally located at the southwest corner of the intersection of East Golf Course Road and Elkins Road (Council District 2).

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



April 27, 2021



Map By ES, 03/18/2021

Z-21-0229

Scale: 1" = 200'

ZONING MAP









City Council Meeting

Item Number: 24

Meeting Date: April 27, 2021

To: City Council / City Manager

From: Valerie A. Sherman, Senior Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 1.494-ACRE TRACT OF LAND OUT OF THE WEST HALF OF TRACT 5, AND A 0.14-ACRE TRACT OF LAND OUT OF THE WEST HALF OF TRACT 6, LINDSAY ACRES ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MH, MANUFACTURED HOUSING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF MONTGOMERY AVENUE AND MORAN STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

Purpose:

The applicant, Daniel Lira, is requesting a zone change from MH, Manufactured Housing District to SF-3, Single-Family Dwelling District, to meet minimum width of lots.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the city.

Discussion:

Surrounding Zoning and Land Use:

The properties to the north, east, south, and west are zoned MH, Manufactured Housing District.

Analysis:

The applicant is requesting this zone change to construct single-family homes on the property. The lot dimensions satisfy the minimum requirements for the SF-3, Single-Family Dwelling District.

This proposed project has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No objections.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

Engineering: (Approved)

No objection to zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Code: (Approved)

No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Planning:

This proposed development fits with Chapter 3, An Integrated Land Use Vision, “Future Land Use Map” of the Tall City Tomorrow comprehensive plan as this area is called for Urban Residential Medium Neighborhood. This designation calls for a mix of housing types, including

single-family detached, single-family attached and townhouse uses, along with civic uses. Additionally, the prevailing land uses in this area are mostly residential.

This request has been recommended for approval by a unanimous vote at the April 5, 2021 Planning and Zoning Commission meeting.

Staff recommends approval of this zone change from MH, Manufactured Housing District to SF-3, Single-Family Dwelling District, subject to condition A.

Condition:

A. **That the use and development of the property shall conform to the regulations of the SF-3, Single-Family Dwelling District.**

Letters of Objection:

Staff has not received any objections as of April 23, 2021.

Attachments:

Metes and Bounds (Exhibit A)
Application
Maps

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 1.494-ACRE TRACT OF LAND OUT OF THE WEST HALF OF TRACT 5, AND A 0.14-ACRE TRACT OF LAND OUT OF THE WEST HALF OF TRACT 6, LINDSAY ACRES ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MH, MANUFACTURED HOUSING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF MONTGOMERY AVENUE AND MORAN STREET); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning a 1.494-acre tract of land out of the west half of Tract 5, and a 0.14-acre tract of land out of the west half of Tract 6, Lindsay Acres Addition, City and County of Midland, Texas, said tract being more specifically described by metes and bounds in Exhibit "A", which is attached hereto and incorporated herein (the "Property") to SF-3, Single-Family Dwelling District, as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from MH, Manufactured Housing District to SF-3, Single-Family Dwelling District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are

used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the

following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

Exhibit A

FIELD NOTE DESCRIPTION OF THE SURVEY OF A 1.494 ACRE TRACT OF LAND OUT OF THE WEST/2 OF TRACT 5, AND THE 0.14 ACRE TRACT OF LAND OUT OF THE WEST/2 OF TRACT 6, LINDSAY ACRES, AN ADDITION TO THE CITY OF MIDLAND, AS PER PLAT OF RECORD IN VOLUME 101, PAGE 85, DEED RECORDS, MIDLAND COUNTY, TEXAS, SAID TRACT DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT, A 1/2" REINF BAR SET FOR THE SOUTHEAST CORNER OF THIS TRACT AT THE INTERSECTION OF THE NORTH LINE OF A 20 FOOT ALLEY, BEING THE NORTHEAST CORNER OF BLOCK 6, LINDSAY ACRES SECTION 4, WITH THE WEST RIGHT OF WAY LINE OF CAMP STREET;

THENCE SOUTH 76°06'53" WEST 304.01 FEET TO A 1/2" REINF BAR FOUND FOR CORNER OF THIS TRACT OF LAND;

THENCE SOUTH 13°53'06" EAST 20.00 FEET TO A 1/2" REINF BAR SET FOR A CORNER OF THIS TRACT;

THENCE SOUTH 76°06'53" WEST 304.01.01 FEET TO A 1/2" REINF BAR MARKED "RPLS 4170" FOUND FOR THE SOUTHWEST CORNER OF THIS TRACT IN THE EAST RIGHT OF WAY LINE OF MORAN STREET;

THENCE NORTH 13°53'07" WEST 120.00 FEET TO A 1/2" REINF BAR SET FOR THE NORTHWEST CORNER OF THIS TRACT AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF MORAN STREET WITH THE SOUTH RIGHT OF WAY LINE OF WEST MONTGOMERY AVENUE;

THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF WEST MONTGOMERY AVENUE AS FOLLOWS: NORTH 76°06'53" EAST 381.36 FEET TO A 1/2" REINF BAR SET AT THE "PC" OF A CURVE TO THE LEFT; 126.44 FEET ALONG SAID CURVE TO THE LEFT (CURVE DATA AS FOLLOWS: RADIUS=325.00'; DELTA=22°17'24"; CHORD=N64°58'11"E 125.64 FEET) TO A 1/2" REINF BAR SET AT A CURVE TO THE RIGHT; 104.32 FEET ALONG SAID CURVE TO THE RIGHT (CURVE DATA AS FOLLOWS: RADIUS=325.00'; DELTA=18°23'29"; CHORD=N70°31'29"E 103.88')TO A 1/2" REINF BAR SET FOR THE NORTHEAST CORNER OF THIS TRACT AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF WEST MONTGOMERY AVENUE WITH THE WEST RIGHT OF WAY LINE OF CAMP STREET;

THENCE SOUTH 13°53'07" EAST 134.40 FEET ALONG THE WEST RIGHT OF WAY LINE OF CAMP STREET TO THE PLACE OF BEGINNING.

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: Z-21-023

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Property Owner Printed Name: Daniel Lira		Phone (325) 716-3868 Email	
Address 607 Marlin Av.	City Midland	State TX	Zip 79701

Representative *(if different from Applicant or Property Owner)* Firm: Schumann Engineering Printed Name: Eduardo L. Aleman		Phone (432) 254-0327 Email ealeman@schumannonline.net	
Address 800 N. Marienfeld Suite 100	City Midland	State TX	Zip 79701

Street Address:

Legal Description
Lot: Block: Subdivision: Lindsay Acres

Current Zoning: MH

Proposed Zone: SF3
(List by tracts if more than one district is requested)

Reason for Zone Change Request: To meet minimum widths of lots

Present Use of Property: N/A Vacant lot

Proposed Use of Property: Residential

How would this zone change affect the public health, safety and welfare? it won't

Describe how conditions affecting the property have changed since present zoning designation: _____

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date: 2-23-21
Applicant (printed): Daniel Lira	
Property Owner (signature):	Date:
Property Owner (printed) :	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear Ed Aleman who, being by me duly sworn, upon oath says: That (s)he is the owner of Daniel Lira or authorized by Daniel Lira, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Eduardo G. Aleman
Authorized Agent (signature)

Subscribed and sworn to before me, this 23rd day of February, 2021, to certify which witness my hand and seal of office.

HUNTER WAYNE HALL
Notary Public, State of Texas
Comm. Expires 06-05-2024
Notary ID 132509132

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization	☐ Dimensioned Site Plan
☑ Application Fee	☐ Plans in Digital Format (PDF/JPEG)

Check # 1448

Received By: Joseph Mayrak Date: RECEIVED FEB 23 2021 BY:

Application will not be considered for scheduling until reviewed by a planner.

FIELD NOTE DESCRIPTION OF THE SURVEY OF A 1.494 ACRE TRACT OF LAND OUT OF THE WEST/2 OF TRACT 5, AND THE 0.14 ACRE TRACT OF LAND OUT OF THE WEST/2 OF TRACT 6, LINDSAY ACRES, AN ADDITION TO THE CITY OF MIDLAND, AS PER PLAT OF RECORD IN VOLUME 101, PAGE 85, DEED RECORDS, MIDLAND COUNTY, TEXAS, SAID TRACT DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

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THENCE SOUTH 76°06'53" WEST 304.01 FEET TO A 1/2" REINF BAR FOUND FOR CORNER OF THIS TRACT OF LAND;

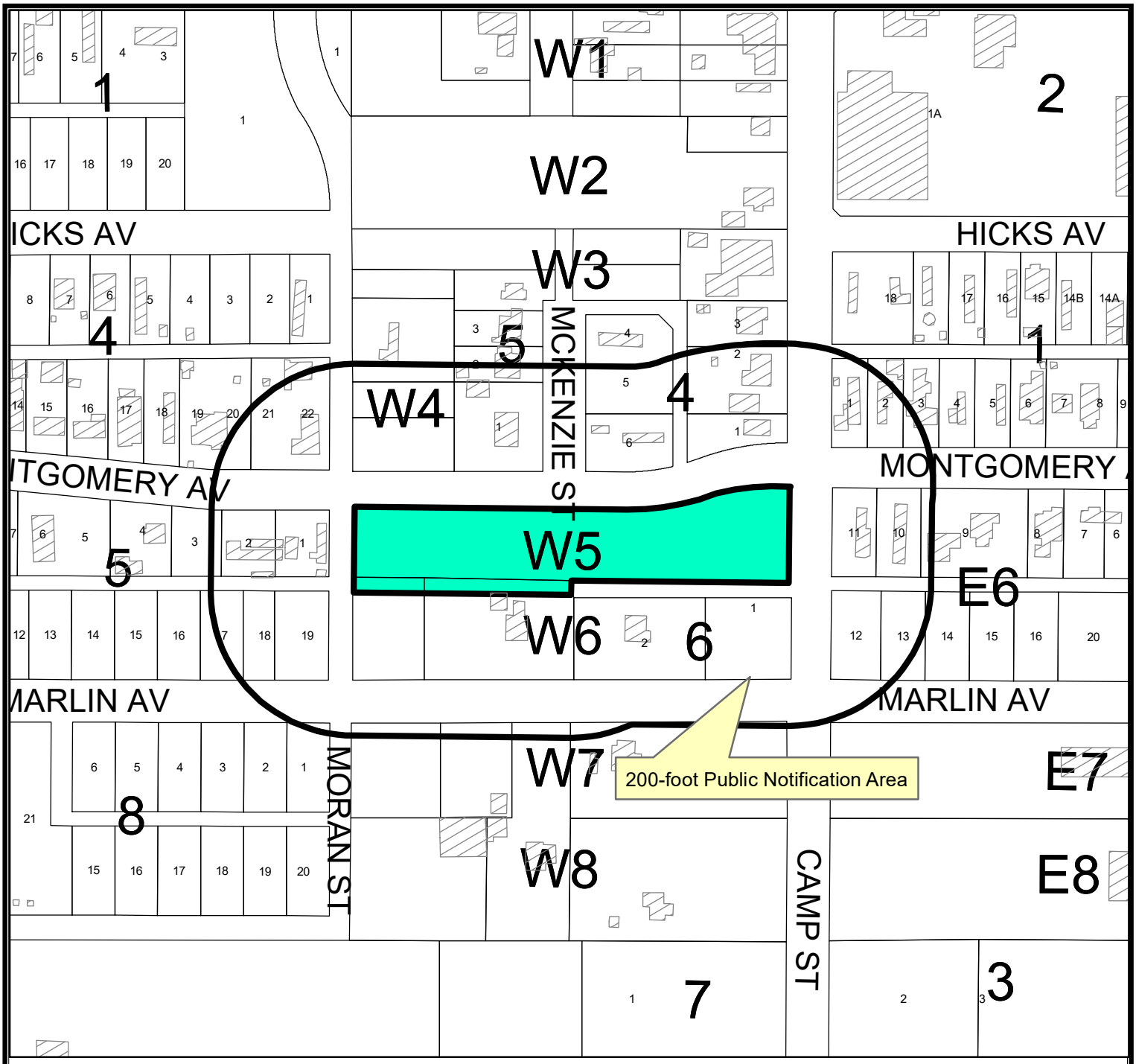
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THENCE NORTH 13°53'07" WEST 120.00 FEET TO A 1/2" REINF BAR SET FOR THE NORTHWEST CORNER OF THIS TRACT AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF MORAN STREET WITH THE SOUTH RIGHT OF WAY LINE OF WEST MONTGOMERY AVENUE;

THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF WEST MONTGOMERY AVENUE AS FOLLOWS: NORTH 76°06'53" EAST 381.36 FEET TO A 1/2" REINF BAR SET AT THE "PC" OF A CURVE TO THE LEFT; 126.44 FEET ALONG SAID CURVE TO THE LEFT (CURVE DATA AS FOLLOWS: RADIUS=325.00'; DELTA=22°17'24"; CHORD=N64°58'11"E 125.64 FEET) TO A 1/2" REINF BAR SET AT A CURVE TO THE RIGHT; 104.32 FEET ALONG SAID CURVE TO THE RIGHT (CURVE DATA AS FOLLOWS: RADIUS=325.00'; DELTA=18°23'29"; CHORD=N70°31'29"E 103.88')TO A 1/2" REINF BAR SET FOR THE NORTHEAST CORNER OF THIS TRACT AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF WEST MONTGOMERY AVENUE WITH THE WEST RIGHT OF WAY LINE OF CAMP STREET;

THENCE SOUTH 13°53'07" EAST 134.40 FEET ALONG THE WEST RIGHT OF WAY LINE OF CAMP STREET TO THE PLACE OF BEGINNING.



LOCATION MAP

Z-21-0223 **Scale: 1" = 200'**

Consider a request by Daniel Lira, for a zone change from MH, Manufactured Housing District to SF-3, Single-Family Dwelling District on a 1.494-acre tract of land out of the west half of Tract 5, and a 0.14-acre tract of land out of the west half of Tract 6, Lindsay Acres Addition, City and County of Midland, Texas.

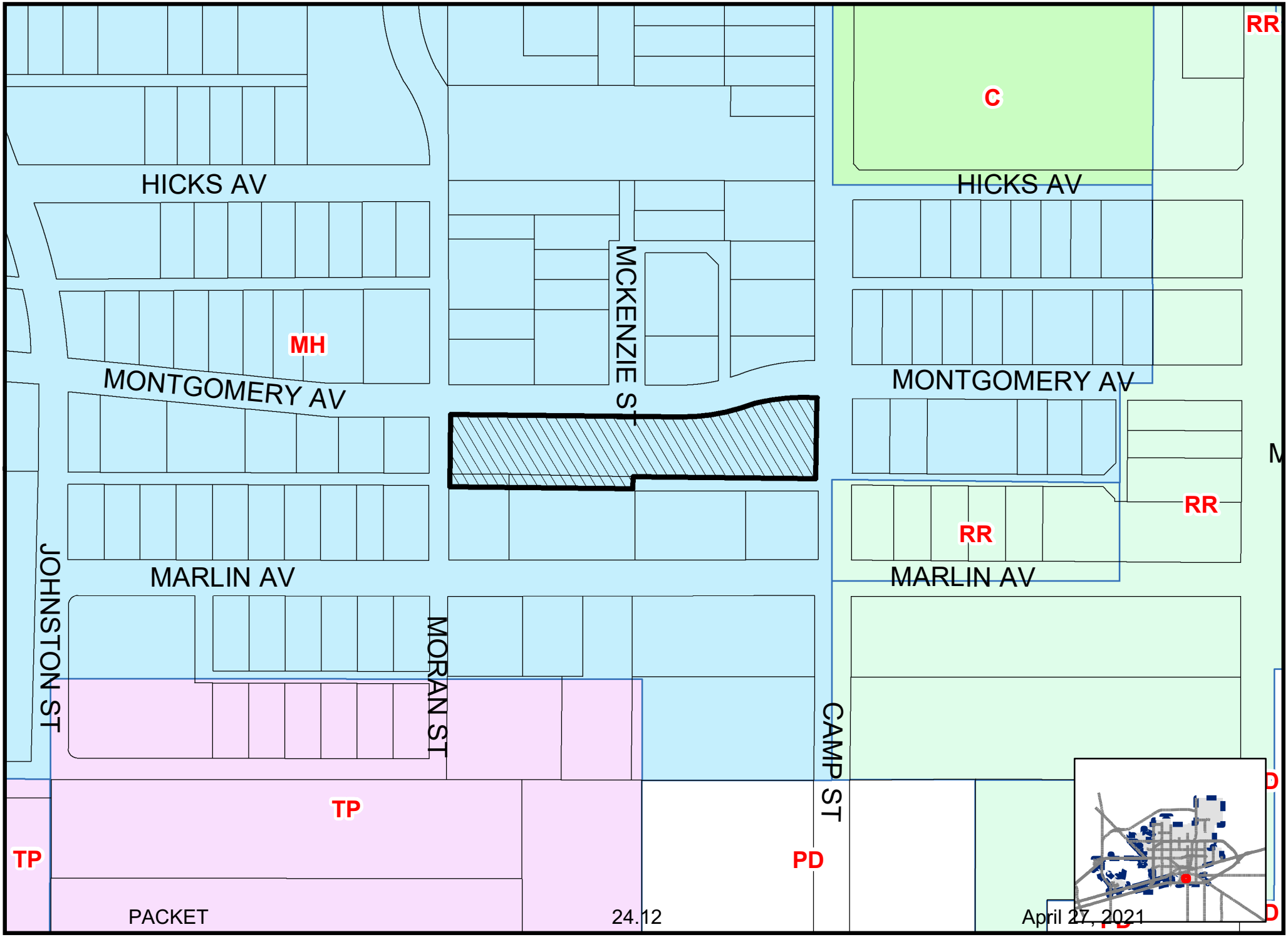
Generally located on the southeast corner of the intersection of Montgomery Avenue and Moran Street. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



April 27, 2021



Map By VAS, 3/16/2021

Z-21-0223

Scale: 1" = 200'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.


MONTGOMERY







City Council Meeting

Item Number: 25

Meeting Date: April 27, 2021

To: City Council / City Manager

From: Valerie A. Sherman, Senior Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2, BLOCK 2, WALLACE HEIGHTS ADDITION, SECTION 9, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED ON THE SOUTH SIDE OF SINCLAIR AVENUE, APPROXIMATELY 290 FEET EAST OF NORTH LOOP 250 WEST); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

Purpose:

The applicant, Manor Park, Inc., is requesting to amend their site plan to modify the building area site along Sinclair Avenue and Andrews Highway frontage. The property is located at 5323 Sinclair Avenue and is the location of Manor Park South.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the city.

Discussion:

Surrounding Zoning and Land Use:

The property to the north is zoned PD, Planned District for a Housing Development. The properties to the east are zoned SF-1, Single-Family Dwelling District and O1, Office District. The properties to the south across Andrews Highway are zoned RR, Regional Retail District, and LR Local Retail District. The properties to the west are zoned RR, Regional Retail District and PD, Planned District for a Transitional District.

Analysis:

The site plan, attached hereto as Exhibit A, shows a modification of the lot area for Building Sites #63 through # 67 along Sinclair Avenue, from 36 feet to 75 feet to make seven lots; and to modify the lot area for Building Sites #11 through # 15 along Andrews Highway, from 35 feet to 75 feet to make five lots. No additional changes or modifications of the property are being proposed.

This proposed project has been circulated to and reviewed by respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No objections.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

Engineering: (Approved)

No objection to zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Code: (Approved)

No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Planning:

Per the Future Land Use map, this location is designated as Urban Medium; which calls for a mix of housing types including single-family housings, multi-family housing, commercial, and mixed-use; therefore, this zone change complies with the Future Land Use plan.

This request has been recommended for approval by a unanimous vote at the April 5, 2021 Planning and Zoning Commission meeting.

Staff recommends approval of the zone change from a PD, Planned District for a Housing Development to amended PD, Planned Development District for a Housing Development, subject to conditions A and E.

Conditions:

A. **That the use and development of this property shall conform to the regulations of the MF-16, Multiple Family Dwelling District.**

B. **That this property shall conform to the site plan, which is attached hereto and incorporated herein as Exhibit A.**

C. **That the landscaping shall conform to the regulations set forth in Title XI, Chapter 9 of the City Code.**

D. **That the minimum number of required parking spaces shall be shown on Exhibit "A.**

E. **That the fencing shall significantly conform to Exhibit "A.**

Letters of Objection:

Staff has not received any objections as of April 23, 2021.

Attachments:

Site Plan (Exhibit A)
Application
Maps
Ordinance No. 9586

Robert Patrick

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 2, BLOCK 2, WALLACE HEIGHTS ADDITION, SECTION 9, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT TO AN AMENDED PD, PLANNED DEVELOPMENT DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED ON THE SOUTH SIDE OF SINCLAIR AVENUE, APPROXIMATELY 290 FEET EAST OF NORTH LOOP 250 WEST); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lot 2, Block 2, Wallace Heights Addition, Section 9, City and County of Midland, Texas (the "Property") to an amended PD, Planned Development District for a Housing Development and adopting a site plan therefor, as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from PD, Planned Development District for a Housing Development to an amended PD, Planned Development District for a Housing Development.

SECTION TWO. That the base zoning district to which the use and development of the Property shall conform, except as modified by Section Three of this ordinance, is the MF-16, Multiple-Family Dwelling District.

SECTION THREE. That a site plan, which is attached hereto as Exhibit "A" and incorporated herein for all purposes, is hereby adopted, and the use and development of the Property shall be subject to the following conditions and restrictions:

A. That the Property shall significantly conform to the site plan attached hereto as Exhibit "A".

B. That the landscaping shown in Exhibit "A" shall be considered illustrative. The landscaping shall conform to the regulations set forth in Title XI, Chapter 9 of the City Code.

C. That the minimum number of required parking spaces shall be as shown in Exhibit "A".

D. That the fencing shall significantly conform to Exhibit "A".

SECTION FOUR. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION FIVE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION SIX. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SEVEN. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION EIGHT. The City Secretary is hereby authorized and directed to publish

the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

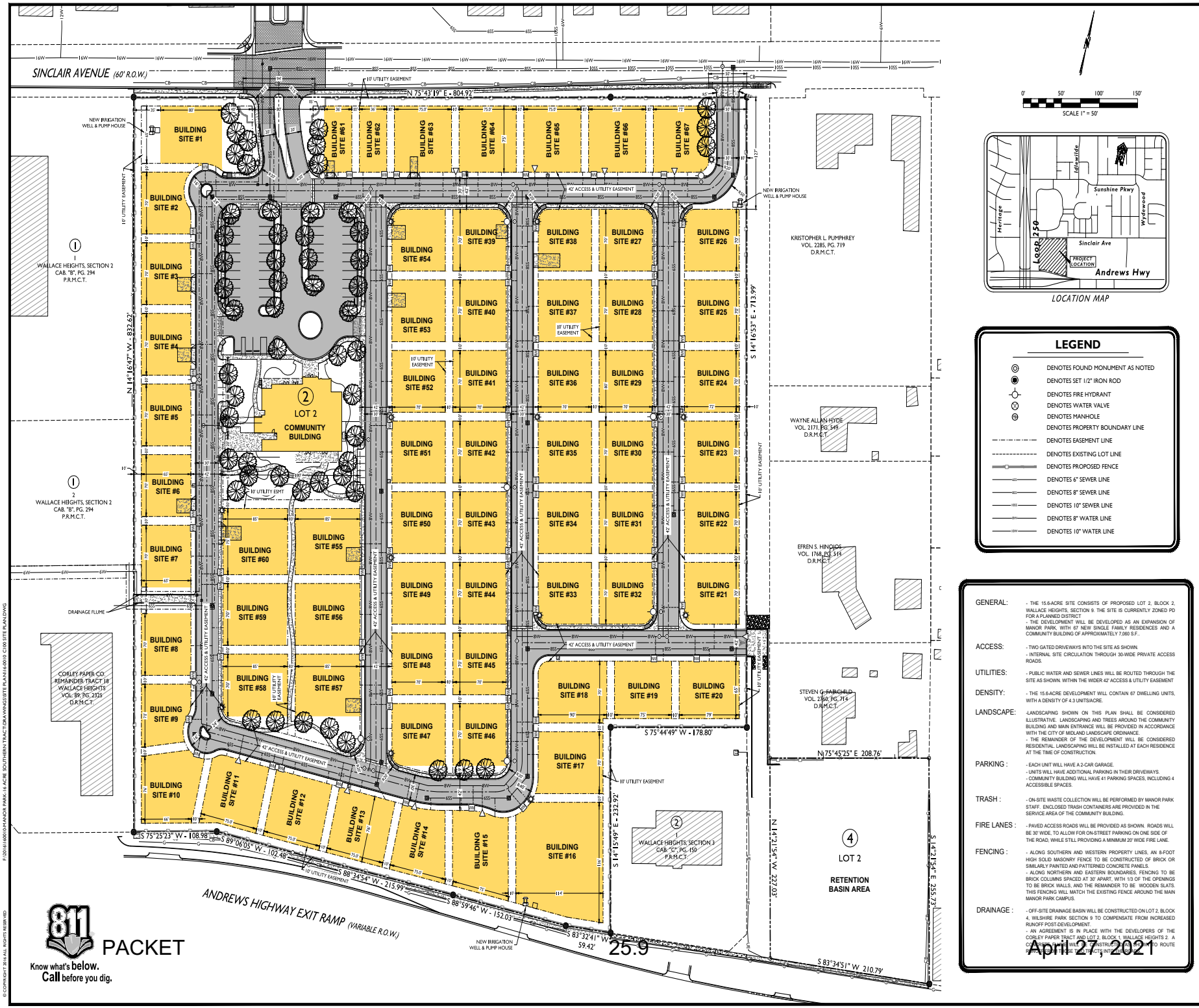
_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney



LOCATION MAP

SCALE 1" = 50'

LEGEND

- DENOTES FOUND MONUMENT AS NOTED
- DENOTES SET 1/2" IRON ROD
- DENOTES FIRE HYDRANT
- DENOTES WATER VALVE
- DENOTES MANHOLE
- DENOTES PROPERTY BOUNDARY LINE
- DENOTES EASEMENT LINE
- DENOTES EXISTING LOT LINE
- DENOTES PROPOSED FENCE
- DENOTES 6" SEWER LINE
- DENOTES 8" SEWER LINE
- DENOTES 10" SEWER LINE
- DENOTES 8" WATER LINE
- DENOTES 10" WATER LINE

GENERAL: - THE 15.6-ACRE SITE CONSISTS OF PROPOSED LOT 2, BLOCK 2, WALLACE HEIGHTS, SECTION 9. THE SITE IS CURRENTLY ZONED PD FOR A PLANNED DISTRICT.
- THE DEVELOPMENT WILL BE DEVELOPED AS AN EXPANSION OF MANOR PARK, WITH 67 NEW SINGLE FAMILY RESIDENCES AND A COMMUNITY BUILDING OF APPROXIMATELY 7,000 S.F..

ACCESS: - TWO GATED DRIVEWAYS INTO THE SITE AS SHOWN.
- INTERNAL SITE CIRCULATION THROUGH 30-WIDE PRIVATE ACCESS ROADS.

UTILITIES: - PUBLIC WATER AND SEWER LINES WILL BE ROUTED THROUGH THE SITE AS SHOWN. WITHIN THE WIDER 42' ACCESS & UTILITY EASEMENT

DENSITY: - THE 15.6-ACRE DEVELOPMENT WILL CONTAIN 67 DWELLING UNITS, WITH A DENSITY OF 4.3 UNITS/ACRE.

LANDSCAPE: -LANDSCAPING SHOWN ON THIS PLAN SHALL BE CONSIDERED ILLUSTRATIVE. LANDSCAPING AND TREES AROUND THE COMMUNITY BUILDING AND MAIN ENTRANCE WILL BE PROVIDED IN ACCORDANCE WITH THE CITY OF MIDLAND LANDSCAPE ORDINANCE.
- THE REMAINDER OF THE DEVELOPMENT WILL BE CONSIDERED RESIDENTIAL. LANDSCAPING WILL BE INSTALLED AT EACH RESIDENCE AT THE TIME OF CONSTRUCTION.

PARKING : - EACH UNIT WILL HAVE A 2-CAR GARAGE.
- UNITS WILL HAVE ADDITIONAL PARKING IN THEIR DRIVEWAYS.
- COMMUNITY BUILDING WILL HAVE 41 PARKING SPACES, INCLUDING 4 ACCESSIBLE SPACES.

TRASH : - ON-SITE WASTE COLLECTION WILL BE PERFORMED BY MANOR PARK STAFF. ENCLOSED TRASH CONTAINERS ARE PROVIDED IN THE SERVICE AREA OF THE COMMUNITY BUILDING.

FIRE LANES : - PAVED ACCESS ROADS WILL BE PROVIDED AS SHOWN. ROADS WILL BE 30' WIDE, TO ALLOW FOR ON-STREET PARKING ON ONE SIDE OF THE ROAD, WHILE STILL PROVIDING A MINIMUM 20' WIDE FIRE LANE.

FENCING : - ALONG SOUTHERN AND WESTERN PROPERTY LINES, AN 8-FOOT HIGH SOLID MASONRY FENCE TO BE CONSTRUCTED OF BRICK OR SIMILARLY PAINTED AND PATTERNED CONCRETE PANELS.
- ALONG NORTHERN AND EASTERN BOUNDARIES, FENCING TO BE BRICK COLUMNS SPACED AT 30' APART, WITH 1/3 OF THE OPENINGS TO BE BRICK WALLS, AND THE REMAINDER TO BE WOODEN SLATS. THIS FENCING WILL MATCH THE EXISTING FENCE AROUND THE MAIN MANOR PARK CAMPUS.

DRAINAGE : - OFF-SITE DRAINAGE BASIN WILL BE CONSTRUCTED ON LOT 2, BLOCK 4, WILSHIRE PARK SECTION 9 TO COMPENSATE FROM INCREASED RUNOFF POST-DEVELOPMENT.
- AN AGREEMENT IS IN PLACE WITH THE DEVELOPERS OF THE CORLEY PAPER TRACT AND LOT 2, BLOCK 1, WALLACE HEIGHTS 2. A [illegible] TO ROUTE

811 Know what's below. Call before you dig.

PACKET

25.9

April 27, 2021

MAVERICK ENGINEERING
1909 West Wall Street, Suite "K"
Midland, Texas 79701
Tel: (432) 262-0993 Fax: (432) 262-0989
www.Maverick-Eng.com
TBPE#: F-15089

REVISIONS	BY	APPR.	DATE
03/24/2021 EXPANDED SITES			

DRAWN BY: CB
CHECKED BY: PRH
APPROVED BY: PRH
DATE: 03/24/2021
JOB: 16-0010

SITE PLAN
MANOR PARK SOUTH
LOT 2, BLOCK 2, WALLACE HEIGHTS, SECTION 9
CITY AND COUNTY OF MIDLAND, TEXAS

SHEET C100 OF 01

F:\2016\16-0010\MANOR PARK - 15.6 ACRE SOUTHERN TRACT\DRAWINGS\SITE PLAN\16-0010 C100 SITE PLAN.DWG
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MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: Z-21-0222

Applicant *(if acting as Agent, see affidavit on page 2)*		Phone ( )	
Printed Name: Manor Park, Inc.		Email	
Address: 2208 N. Loop 250 West	City: Midland	State: TX	Zip: 79707

Property Owner		Phone ( )	
Printed Name: " "		Email	
Address	City	State	Zip

Representative *(if different from Applicant or Property Owner)*		Phone (432-) 262-0999	
Firm: Maverick Engineering		Email	
Printed Name: Andrew Mellen, PE		amellen@maverick-eng.com	
Address: 1909 W. Wall St. Ste, K	City: Midland	State: TX	Zip: 79701

Street Address: 5323 Sinclair Avenue

Legal Description
Lot: 2 Block: 2 Subdivision: Wallace Heights Addition, Section 9

Current Zoning: PD-HD

Proposed Zone: PD-HD
(List by tracts if more than one district is requested)

Reason for Zone Change Request: Modify area of building sites along Sinclair Ave. & Andrews Hwy frontages

Present Use of Property: Under-development (senior & assisted housing)

Proposed Use of Property: Senior & assisted housing

How would this zone change affect the public health, safety and welfare?
No affect.

Describe how conditions affecting the property have changed since present zoning designation: No change. Project under construction.

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date:
Applicant (printed): Manor Park, Inc.	
Property Owner (signature): Alan Hale	Date: 2-24-21
Property Owner (printed) : ALAN HALE	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Andrew L. Mellen, PE who, being by me duly sworn, upon oath says: That (s)he is authorized by Manor Park, Inc., the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Andrew L. Mellen
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 24th day of February, 2021, to certify which witness my hand and seal of office.

Kelsey Ann Stine

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

NOTARY PUBLIC STATE OF TEXAS
Kelsey Ann Stine
My Commission Expires
02/19/2022
ID No. 131456388

FOR OFFICE USE ONLY

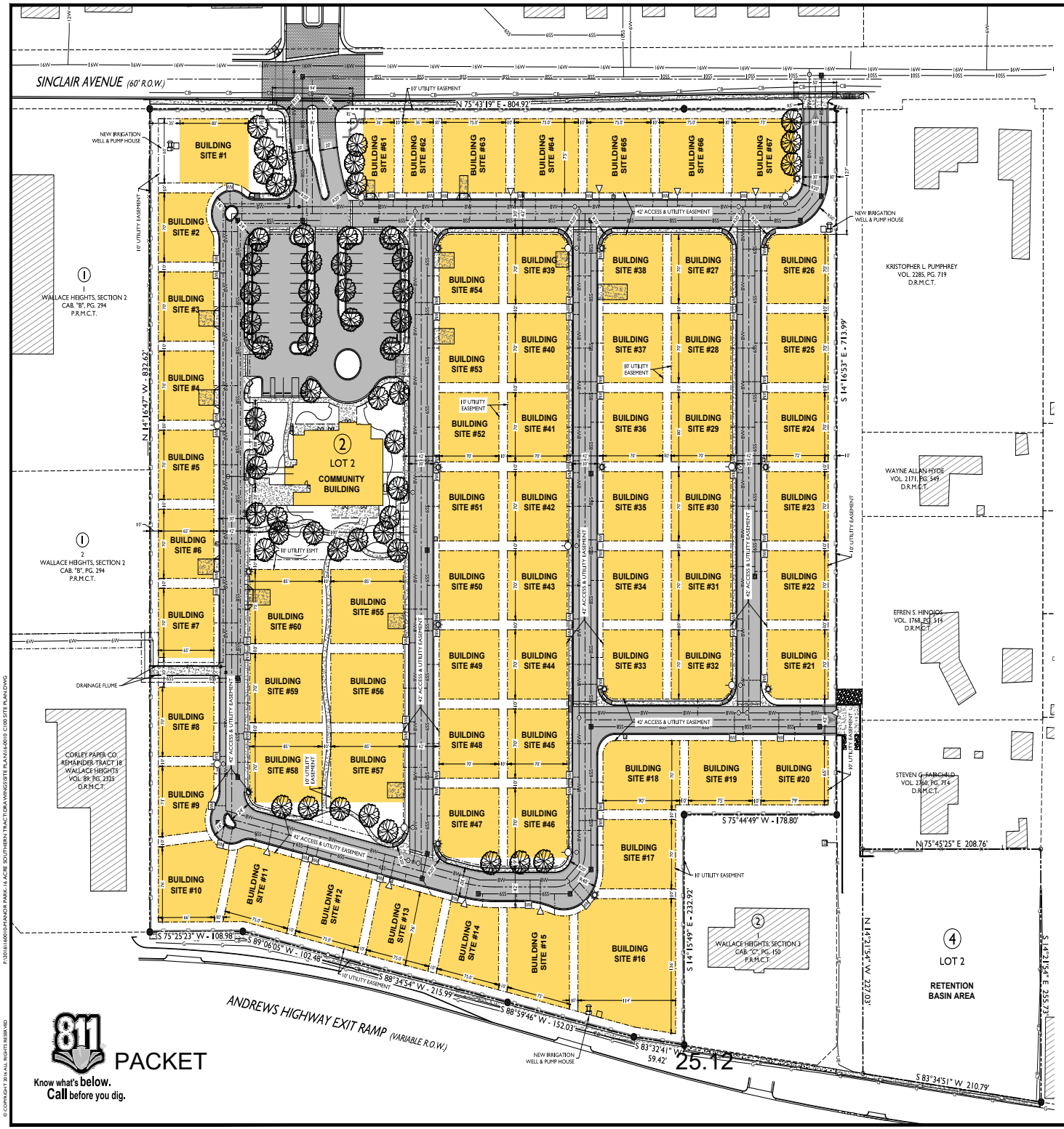
- ☑ Property Owner Authorization
- ☑ Dimensioned Site Plan
- ☑ Application Fee
- ☑ Plans in Digital Format (PDF/JPEG)

Check # 3353

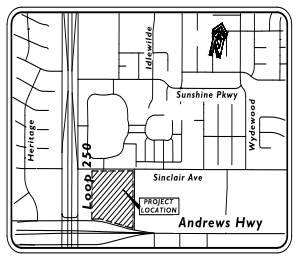
Received By: Joseph Manyak Date:

RECEIVED
FEB 24 2021
BY:

****Application will not be considered for scheduling until reviewed by a planner.****



SCALE 1" = 50'



LOCATION MAP

LEGEND

- DENOTES FOUND MONUMENT AS NOTED
- DENOTES SET 1/2" IRON ROD
- DENOTES FIRE HYDRANT
- DENOTES WATER VALVE
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April 27, 2021

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1909 West Wall Street, Suite "K"
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Tel: (432) 262-0993 Fax: (432) 262-0989
www.Maverick-Eng.com
TBPE#: F-15089

BY	DATE

REVISIONS
1 02/24/2021 EXPANDED SITES

DRAWN BY: CB
CHECKED BY: PRH
APPROVED BY: PRH
DATE: 02/24/2021
JOB: 16-0010

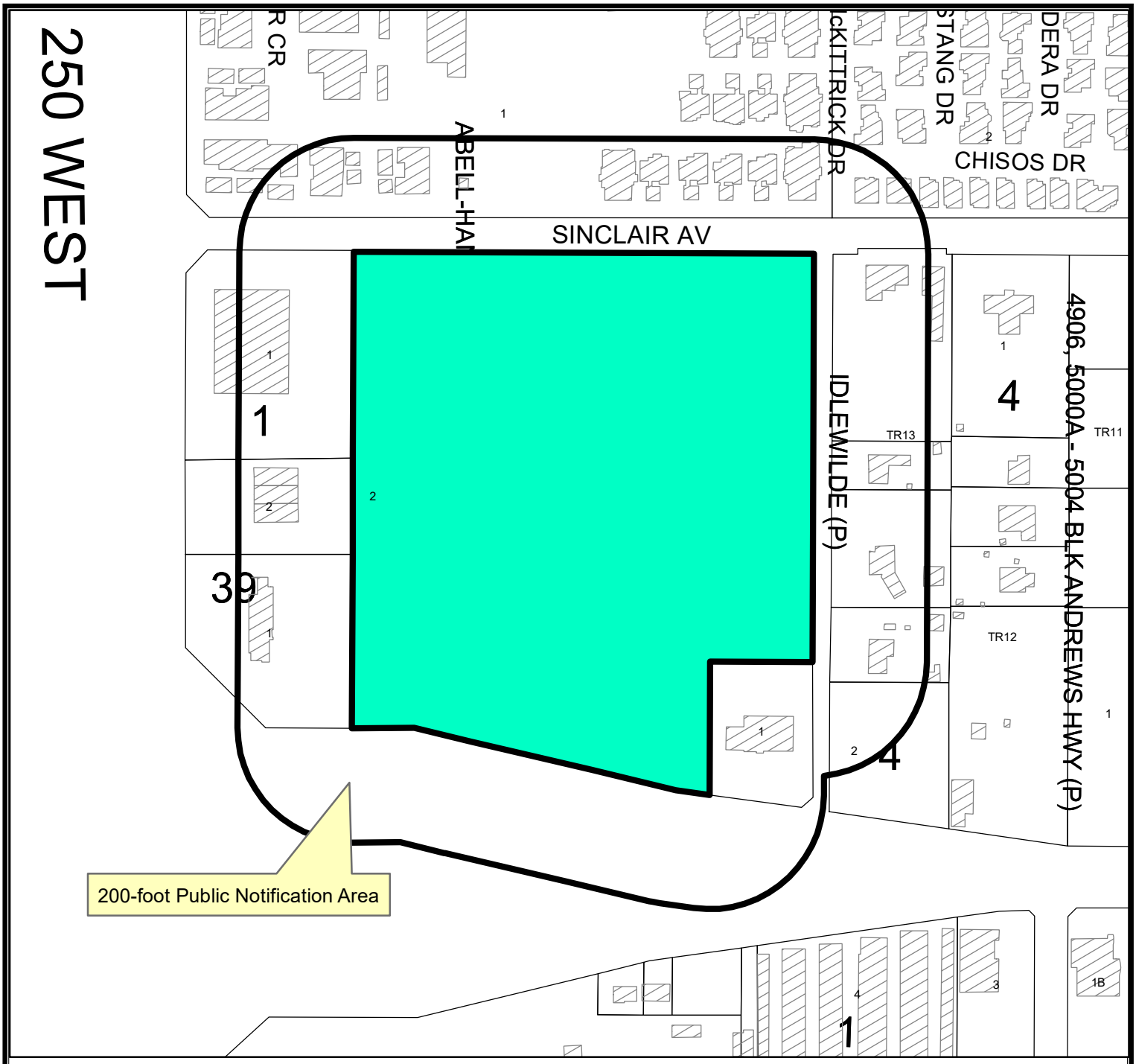
SITE PLAN

MANOR PARK SOUTH
LOT 2, BLOCK 2, WALLACE HEIGHTS, SECTION 9
CITY AND COUNTY OF MIDLAND, TEXAS

SHEET: C100 OF 01

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F:\2016\16-0010\MANOR PARK - 16 ACRE SOUTHERN TRACT\DRAWINGS\SITE PLAN\16-0010 C100 SITE PLAN.DWG



LOCATION MAP

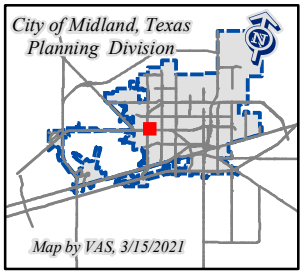
Z-21-0222 **Scale: 1" = 250'**

Consider a request by Manor Park, Inc., for a zone change from PD, Planned District for a Housing Development to Amended PD, Planned Development District for a Housing Development on Lot 2, Block 2, Wallace Heights Addition, Section 9, City and County of Midland, Texas.

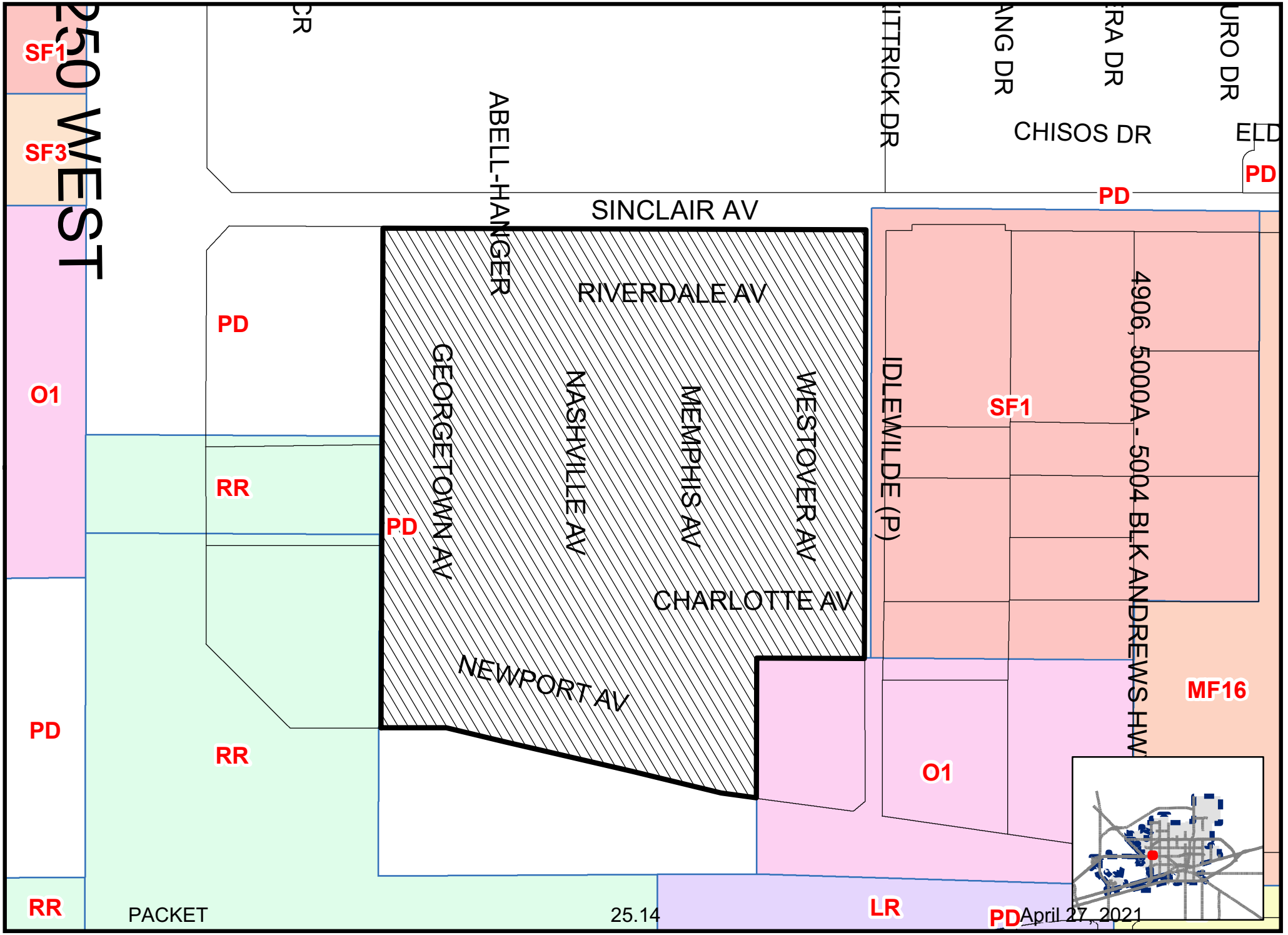
Generally located on the south side of Sinclair Avenue, approximately 290 feet east of N. Loop 250 West. (Council District 4)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



April 27, 2021



Map By VAS, 3/15/2021

Z-21-0222

Scale: 1" = 200'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

ORDINANCE NO. 9586

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION BY AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING TRACTS 14, 15, 16, AND 17, WALLACE HEIGHTS ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, WHICH ARE PRESENTLY ZONED 1F-1, ONE-FAMILY DWELLING DISTRICT, IN PART, MF-1, MULTIPLE-FAMILY DWELLING DISTRICT, IN PART, MF-2, MULTIPLE-FAMILY DWELLING DISTRICT, IN PART, AND TH, TOWNHOUSE DWELLING DISTRICT, IN PART, TO BE USED AS A PD, PLANNED DISTRICT FOR A HOUSING DEVELOPMENT (GENERALLY LOCATED ON THE SOUTH SIDE OF SINCLAIR AVENUE, APPROXIMATELY 290 FEET EAST OF NORTH LOOP 250 WEST); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter and the State law with reference to the creation of "Planned Districts" under the zoning ordinance regulations and zoning map, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by the creation of a PD, Planned District for a Housing Development, as set out hereinafter and subject to the conditions and restrictions set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That Chapter 1, Title XI, of the City Code of Midland, Texas, and the official zoning map of the City of Midland, Texas, are hereby amended insofar as the hereinafter described property is concerned, which is presently zoned 1F-1, One-Family Dwelling District, in part, MF-1, Multiple-Family Dwelling District, in part, MF-2, Multiple-Family Dwelling District, in part, and TH, Townhouse Dwelling District, in part,

and it shall be used as a PD, Planned District for a Housing Development, said property being described as follows:

Tracts 14, 15, 16, and 17, Wallace Heights Addition, City and County of Midland, Texas.

SECTION TWO. That said property shall be subject to the following special conditions and restrictions:

A. That the use and development of the property shall conform to the regulations of the MF-1, Multiple-Family Dwelling District, except as otherwise stated below.

B. That the use and development of the property shall significantly conform to the site plan, which is attached hereto and incorporated herein as Exhibit "A".

C. That the landscaping of the property shall significantly conform to the landscape notes in Exhibit "A".

D. That the internal landscaping of the property may be installed in phases as construction progresses.

E. That the fencing shall significantly conform to Exhibit "A"

F. That there shall be no fewer parking spaces on the property than the number of parking spaces shown in Exhibit "A".

G. That all lighting shall significantly conform to the standards set forth in the City Code.

SECTION THREE. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION FOUR. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FIVE. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of

Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SIX. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the 26th day of July, A.D., 2016; and passed to second reading on motion of Council member Love, seconded by Council member Lacy, by the following vote:

Council members voting "AYE": Love, Sparks, Morales, Dufford, Lacy, Robnett

Council members voting "NAY": None

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member Hotchkiss, seconded by Council member Lacy, on the 9th day of August, A.D., 2016, at a regular meeting of the City Council:

Council members voting "AYE": Hotchkiss, Love, Sparks, Morales, Dufford, Lacy, Robnett

Council members voting "NAY": None

PASSED AND APPROVED THIS 9th day of August, A.D., 2016.

Jerry F. Morales, Mayor

ATTEST:

Amy M. Turner, City Secretary

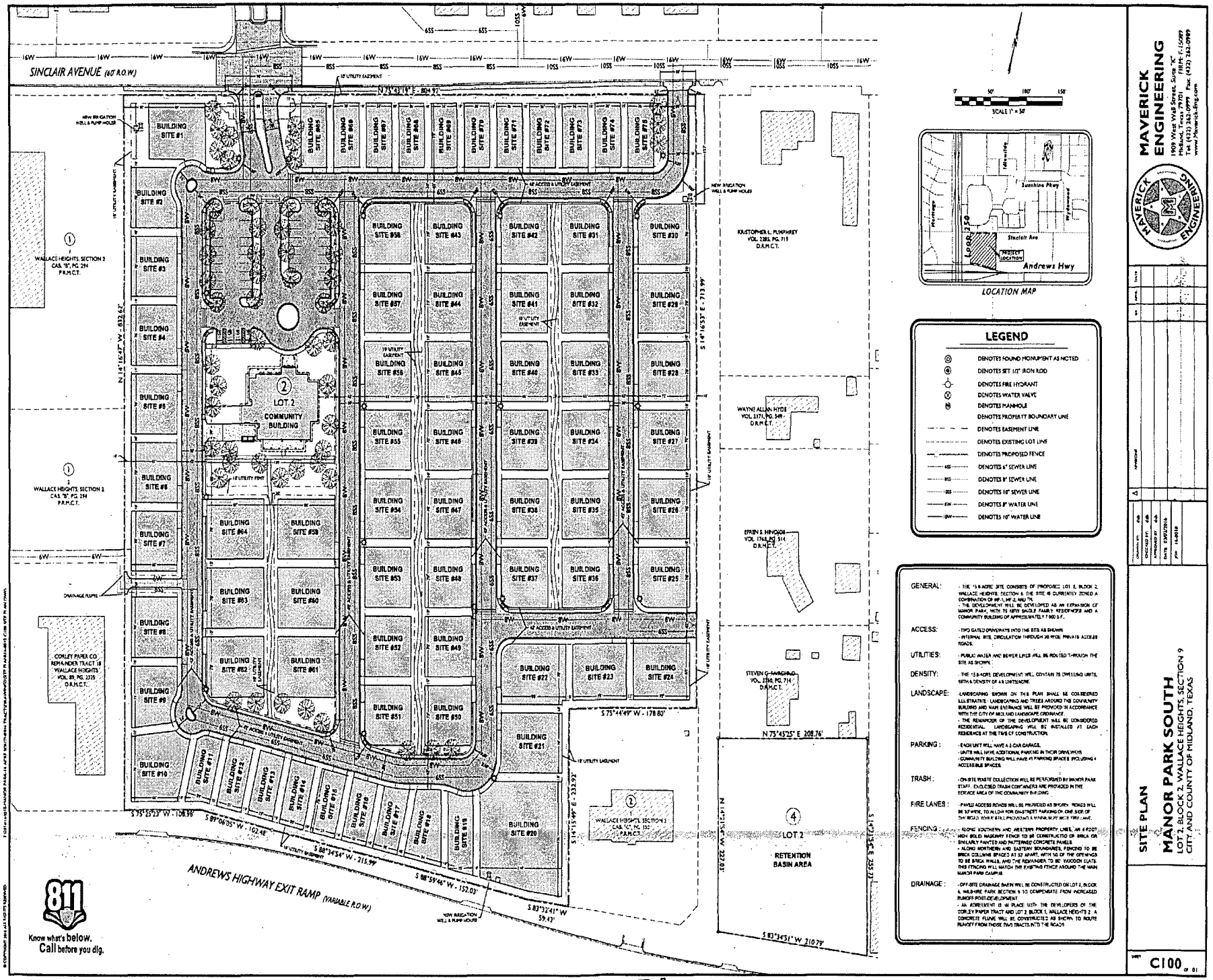
APPROVED AS TO CONTENT
AND COMPLETENESS:

Frank Salvato, Assistant City Manager

Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney



LEGEND

- DENOTES FOUND MONUMENT AS NOTED
- DENOTES SET 1/2" IRON ROD
- DENOTES FIRE HYDRANT
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GENERAL: - THE 15.8-ACRE SITE CONSISTS OF (PROPOSED) LOT 2, BLOCK 2, WALLACE HEIGHTS, SECTION 3. THE SITE IS CURRENTLY ZONED A COMBINATION OF MF-1, MF-2, AND TH.
- THE DEVELOPMENT WILL BE DEVELOPED AS AN EXPANSION OF MANOR PARK, WITH 75 NEW SINGLE FAMILY RESIDENCES AND A COMMUNITY BUILDING OF APPROXIMATELY 7,000 S.F.

ACCESS: - TWO GATED DRIVEWAYS INTO THE SITE AS SHOWN.
- INTERNAL SITE CIRCULATION THROUGH 30 WIDE PRIVATE ACCESS ROADS.

UTILITIES: - PUBLIC WATER AND SEWER LINES WILL BE ROUTED THROUGH THE SITE AS SHOWN.

DENSITY: - THE 15.8-ACRE DEVELOPMENT WILL CONTAIN 75 DWELLING UNITS, WITH A DENSITY OF 4.8 UNITS/ACRE.

LANDSCAPE: - LANDSCAPING SHOWN ON THIS PLAN SHALL BE CONSIDERED ILLUSTRATIVE. LANDSCAPING AND TREES AROUND THE COMMUNITY BUILDING AND MAIN ENTRANCE WILL BE PROVIDED IN ACCORDANCE WITH THE CITY OF MIDLAND LANDSCAPE ORDINANCE.
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FENCING: - ALONG SOUTHERN AND WESTERN PROPERTY LINES, AN 8 FOOT HIGH SOLID MASONRY FENCE TO BE CONSTRUCTED OF BRICK OR EXPLICABLY PAINTED AND PATTERNED CONCRETE PANELS.
- ALONG NORTHERN AND EASTERN BOUNDARIES, FENCING TO BE BRICK COLUMNS SPACED AT 32' APART, WITH 90 OF THE OPENINGS TO BE BRICK WALLS, AND THE REMAINDER TO BE WOODEN GATES. THIS FENCING WILL MATCH THE EXISTING FENCE AROUND THE MAIN MANOR PARK CAMPUS.

DRAINAGE: - OFF-SITE DRAINAGE SHED WILL BE CONSTRUCTED ON LOT 2, BLOCK 4, WILSHIRE PARK SECTION 9 TO COMPENSATE FROM INCREASED RUNOFF POST-DEVELOPMENT.
- AN AGREEMENT IS IN PLACE WITH THE DEVELOPERS OF THE CORLEY PAPER TRACT AND LOT 2, BLOCK 1, WALLACE HEIGHTS 2. A CONCRETE FLUME WILL BE CONSTRUCTED AS SHOWN, TO ROUTE RUNOFF FROM THOSE TWO TRACTS INTO THE ROAD.

811 Know what's below. Call before you dig.

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MAVERICK ENGINEERING
1909 West Wall Street, Suite "K"
Midland, Texas 79701
Tel: (432) 262-0999 Fax: (432) 262-0989
FIRM #: F-15089
www.Maverick-Eng.com

SITE PLAN
MANOR PARK SOUTH
LOT 2, BLOCK 2, WALLACE HEIGHTS, SECTION 9
CITY AND COUNTY OF MIDLAND, TEXAS

SHEET C100 OF 01

EXHIBIT A

9586

City Council Agenda

APPROVED

Approved for Agenda:
fsalvato
City Manager's Office

MEETING DATE: August 9, 2016

TO: City Council / City Manager

FROM: Geoff Solomonson, Planner

SUBJECT: Consider an ordinance on second reading on a request by Manor Park for a Zone Change from 1F-1, One-Family Dwelling District, in part, MF-1, Multiple-Family Dwelling District, in part, TH, Townhouse Dwelling District, in part, and MF-2, Multiple-Family Dwelling District, in part, to PD, Planned District for a Housing Development, on Tracts 14, 15, 16, and 17, Wallace Heights Addition, City and County of Midland, Texas. (Generally located on Sinclair Avenue, approximately 290-feet east of N. Loop 250 West. – Council District 4)

Purpose:

Consider an ordinance on second reading on a request by Manor Park for a Zone Change from 1F-1, One-Family Dwelling District, in part, MF-1, Multiple-Family Dwelling District, in part, TH, Townhouse Dwelling District, in part, and MF-2, Multiple-Family Dwelling District, in part, to PD, Planned District for a Housing Development, to allow for a future expansion of the Manor Park Retirement Community.

Recommended City Council Action

☒ Approve ☐ Deny ☐ Directional / Informational

Fiscal Impact:

No City funds are required to process this request.

Discussion:

Current Zoning:

1F-1, One-Family Dwelling District, in part, MF-1, Multiple Family Dwelling District, in part, TH, Townhouse Dwelling District, in part, and MF-2, Multiple Family Dwelling District, in part.

Surrounding Zoning and Land Use:

The property is located near the intersection of N. Loop 250 West and Andrews Highway and is currently undeveloped. The zoning to the north, across Sinclair Avenue, is a PD, Planned District for a Housing Development (Ordinance No. 8126), with an underlying zoning of MF-1, Multiple-Family Dwelling District, and is the location of Manor Park Retirement Community. The properties to the east are zoned 1F-1, One-Family Dwelling District, and O1, Office District, and contain single-family residences within the 1F-1, One-Family Dwelling District, and an office building within the O1, Office District.

To the south are properties zoned LR-1, Local Retail District, and LR-2, Local Retail District, which are mainly undeveloped with a few single-family residences. Zoning to the west is LR-2, Local Retail District, in part, and a PD, Planned District for a Transition District (Ordinance No. 6739). Tracker Boat Center is located in the PD, Planned District for a Transition District.

Analysis:

The parcels proposed for rezoning were originally platted as Wallace Heights Addition in 1946, with the intent of 1F-1, One-Family Dwelling District, for single-family residential. In 1980, the properties were rezoned to MF-1, Multiple-Family Dwelling District, in part, TH, Townhouse Dwelling District, in part, and MF-2, Multiple-Family Dwelling District, in part, by Ordinance No. 5613.

PD, Planned District for a Housing Development, with an underlying zoning of MF-1, Multiple-Family Dwelling District, is an appropriate application of a zone change to match the current Manor Park Retirement Community campus, as the expansion is a large housing development. This Zone Change is in process along with the re-platting of the property as Wallace Heights, Section 9.

Exhibit A, provided by the applicant, shows the proposed site plan for an expansion of the Manor Park Retirement Community. Seventy Five (75) building sites are proposed as an expansion to the south from the adjacent Manor Park Retirement Community campus. Each site can have up to 2 units for a maximum density of 4.8 dwelling units per acre. The PD, Planned District for a Housing Development, with an underlying zoning of MF-1, Multiple-Family Dwelling District, allows for a maximum of 16 dwelling units per acre according to the Midland City Zoning Ordinance Chapter 11-1-6, Zoning district classification; use and development regulations.

This proposed development would generate approximately 15 morning peak hour (7 a.m. to 9 a.m.) trips and 20 evening peak hour (4 p.m. to 6 p.m.) trips based on Senior Adult Housing from the Trip Generation Manual by the Institute of Transportation Engineers.

Landscaping on the site meets Midland City Zoning Ordinance Chapter 11-9, Landscape Regulations of 1 tree per 30 feet of street frontage and 1 tree per 15 parking spaces.
Landscaping around the community building and main entrance will be provided in accordance with the City of Midland Landscape Ordinance. The remainder of the landscaping of the development will be considered residential and will be installed at each residence at the time of construction.

The site will have a primary access point and another emergency access point with gates both along Sinclair Avenue.

Staff recommends approval of a Zone Change from 1F-1, One-Family Dwelling District, in part, MF-1, Multiple-Family Dwelling District, in part, TH, Townhouse Dwelling District, in part, and MF-2, Multiple-Family Dwelling District, in part, to PD, Planned District for a Housing Development, subject to conditions A through G.

Conditions:

A. That the use and development of this property shall significantly conform to the regulations of the MF-1, Multiple-Family Dwelling District, except as otherwise stated below.

B. That the use and development of the property shall significantly conform to the attached site plan, Exhibit "A."

C. That the landscaping shall significantly conform to the Exhibit "A" Landscaping Notes.

D. That the landscaping internal to the site may be installed in phases as construction progresses.

E. That the fencing shall significantly conform to Exhibit "A."

F. That the minimum number of required parking spaces shall be shown on Exhibit "A."

G. That all lighting shall significantly conform to the standards set forth in the Midland City Code.

Letters of Objection:

As of July 22, 2016, staff has received no letters of objection.

Attachments:

Application
Maps
Proposed Site Plan (Exhibit A)
Ordinance No. 8126

Case Number: Z-16-0016

MIDLAND
Planning Division

APPLICATION TO CHANGE ZONING CLASSIFICATION

I. APPLICATION

Applicant:

Manor Park Inc, Alan Hale, Executive Director (Name) | 432-689-9898 (Phone)

2208 N Loop 250 West, Midland, TX 79707 (Address) | ahale@manorparkinc.org (Email)

Property Owner:

_____ (Name) | _____ (Phone)

_____ (Address) | _____ (Email)

Representative (*please see affidavit on page 2*):

Andrew Hobby, P.E. - Maverick Engineering (Name) | 432-262-0999 (Phone)

1909 West Wall St. Ste K, Midland, TX 79701 (Address) | ahobby@maverick-eng.com (Email)

Street address: _____

Legal Description of property (complete Lot, Block, and Subdivision Name or if unplatted, attach a Metes and Bounds description with surveyor's seal, each district must be described separately):

Tracts 17, 16, 15, and the North 4 Acres of Tract 14, Wallace Heights Addition, City and County of Midland, Texas.

Present Zone: MF-1, MF-2, TH Proposed Zone: PD-HD

(List by tracts if more than one district is requested)

Reason for Zone Change Request: Development of site for future phase of Manor Park.

Present Use of Property: Undeveloped

Proposed Use of Property: Senior housing community

How would this zone change affect the public health, safety and welfare?

NA

Describe how conditions affecting the property have changed since present zoning designation:

NA

II. APPLICATION FEES:

Single, standard zone change: **$400**, Multiple, standard zone change: add **$100** per additional district.
Single PD zone change: **$550**, Multiple PD proposal: add **$100** per district.

Total: $ 550.00

III. SITE PLAN SUBMITTALS *(if applicable)*:

5 FOLDED copies of the PD site plan: x
Site Plan in digital format (PDF & JPEG): x

VI. Signature

Property Owner (signature): _____ Date: _____

If an Agent is authorized by the property owner to file and execute the application on behalf of the property owner, the Agent must complete the affidavit below.

STATE of TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Andrew Hobby who, being by me duly sworn, upon oath says: That (s)he is authorized by Alan Hale, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (signature)

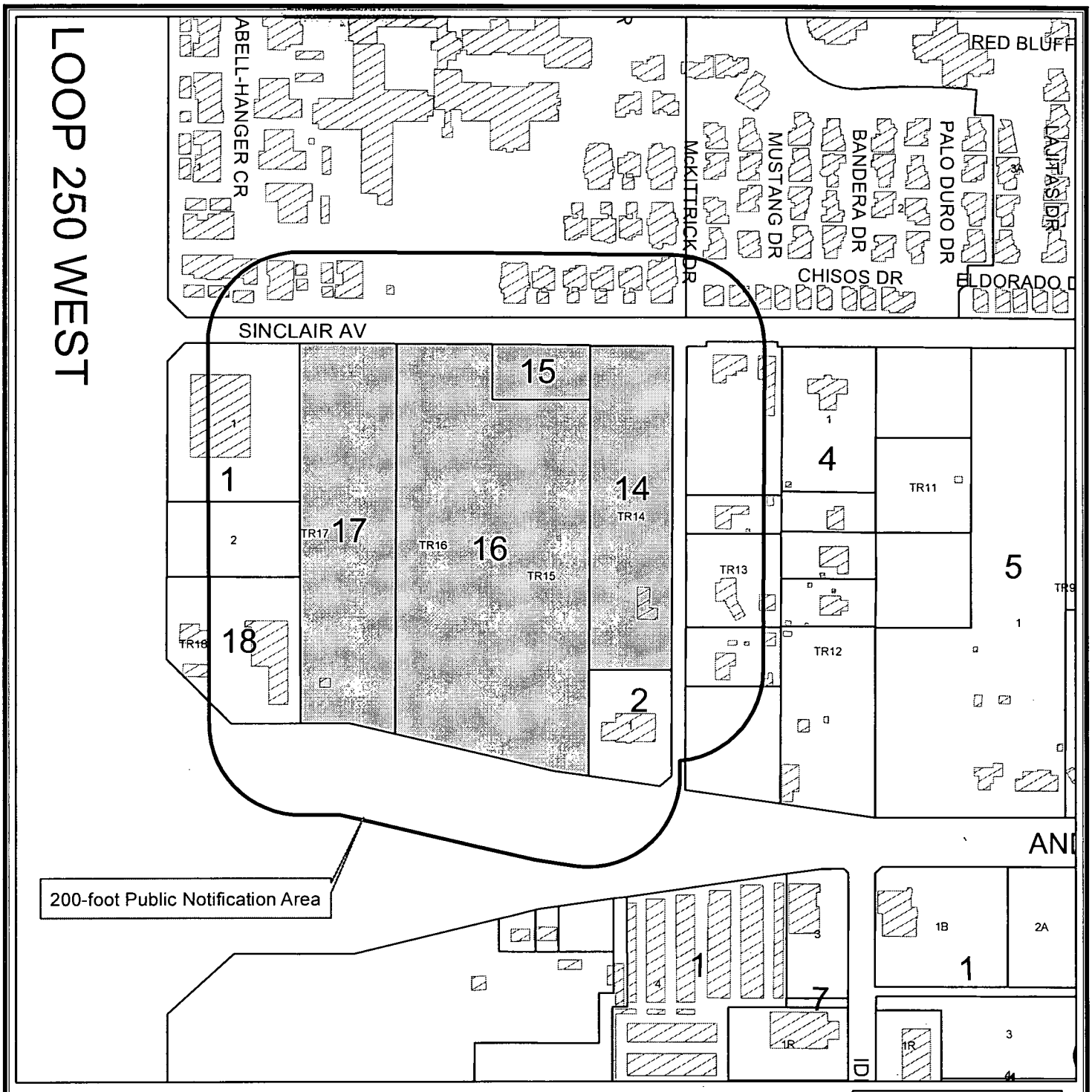
Subscribed and sworn to before me, this 10th day of June, 20 16, to certify which witness my hand and seal of office.

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY
Rec'd By: _____ Date: _____
Assigned: _____
For: _____ On: _____

PALADIN HUCKABA
Notary Public, State of Texas
Comm. Expires 08-26-2019
Notary ID 13034715-0

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

Z - 16 - 0016 **Scale: 1" = 300'**

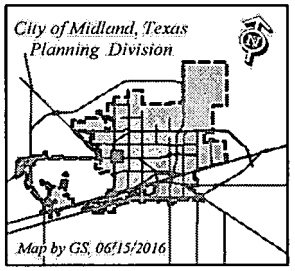
Consider a request for a Zone Change from 1F-1, One-Family Dwelling District, in part, MF-1, Multiple-Family Dwelling District, in part, TH, Townhouse Dwelling District, in part, and MF-2, Multiple-Family Dwelling District, in part, to PD, Planned Development for a Housing Development on Tracts 14, 15, 16, and 17, Wallace Heights Addition, City and County of Midland, Texas.

Generally located on Sinclair Avenue approximately 290-feet east of N. Loop 250 W. (Council District 4)

LEGEND

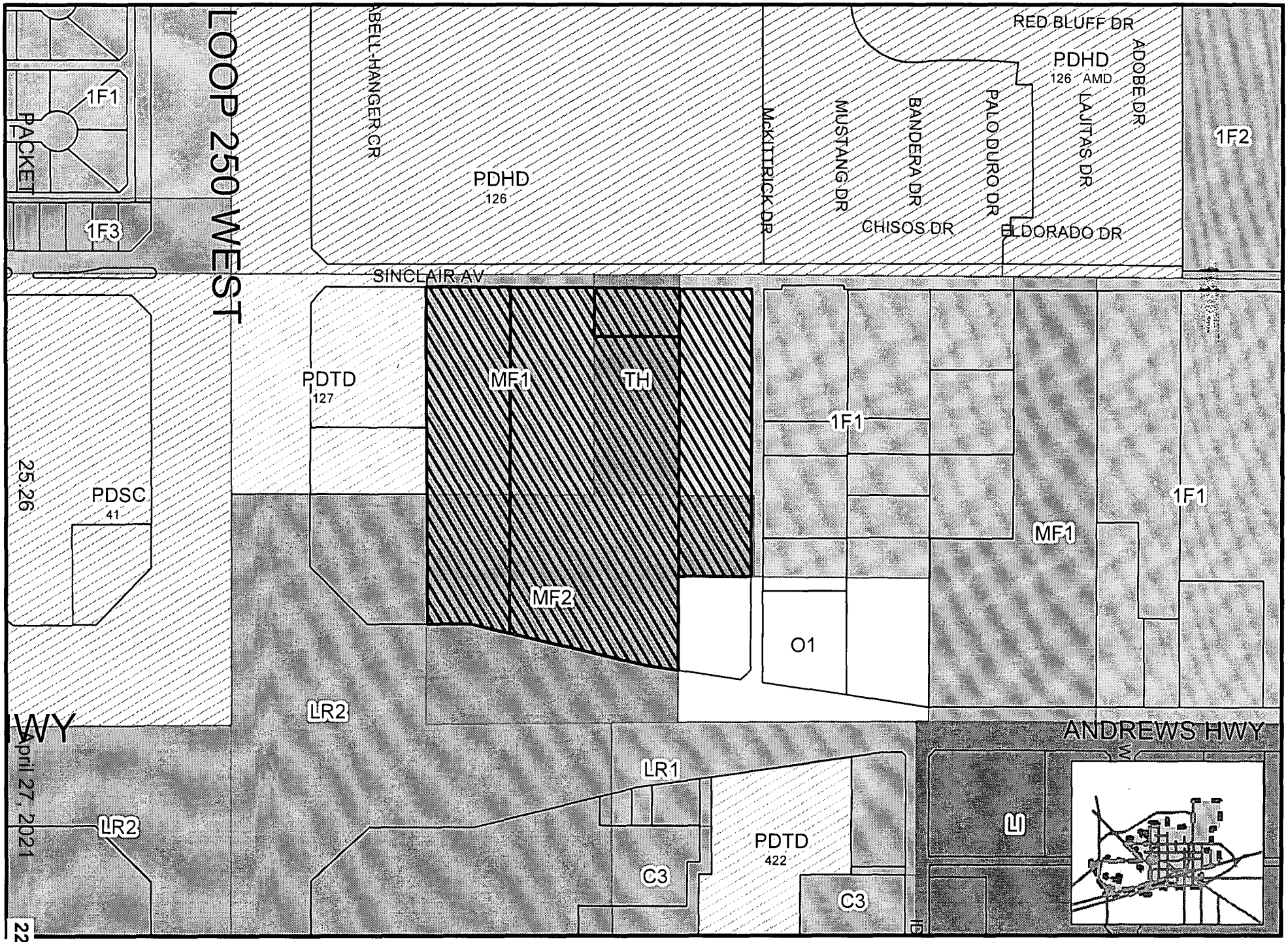
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

City of Midland, Texas
Planning Division



Map by GS, 06/15/2016

© CITY OF MIDLAND - 2016
THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.
THE CITY OF MIDLAND WILL NOT BE RESPONSIBLE FOR ANY DECISIONS MADE UPON THE USE OF THIS DATA



Map By GS, 06/15/2016

Z - 16 - 0016

Scale: 1" = 300'

ZONING MAP

© CITY OF MIDLAND - 2016: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLEY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

ORDINANCE NO. 8126

AN ORDINANCE CHANGING THE ZONING CLASSIFICATION AMENDING CHAPTER ONE, TITLE XI, OF THE CITY CODE OF MIDLAND, TEXAS, BY PERMITTING LOT 1, BLOCK 1, TRINITY TOWERS MANOR, SECTION 1; AND A 25.71-ACRE TRACT OUT OF SECTION 19, BLOCK 39, T-1-S, T & P RAILROAD COMPANY SURVEY, MIDLAND COUNTY, TEXAS WHICH IS PRESENTLY ZONED PD, PLANNED DISTRICT FOR A HOUSING DEVELOPMENT AND 1F-3, ONE-FAMILY DWELLING DISTRICT TO BE USED AS PD, PLANNED DISTRICT FOR A HOUSING DEVELOPMENT; PROVIDING FOR SUCH USE TO BE SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS AS SET OUT HEREIN; CONTAINING A CUMULATIVE CLAUSE; AND EXPRESSLY REPEALING ORDINANCE NO. 6213; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter and the State law with reference to the creation of "Planned Districts" under the zoning ordinance regulations and zoning map, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by the creation of a PD, Planned District for a Housing Development set out hereinafter and subject to the conditions and restrictions set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That Chapter 1, Title XI, of the City Code of Midland, Texas, and the official zoning map of the City of Midland, Texas, are hereby amended insofar as the hereinafter described property is concerned, which is presently zoned PD, Planned District for a Housing Development and 1F-3, One-Family Dwelling District, and it shall be used as a PD, Planned District for a Housing Development, subject to the special conditions and

restrictions hereinafter set out, said property being described as follows:

Lot 1, Block 1, Trinity Towers Manor, Section 1; and a 25.71-acre tract out of Section 19, Block 39, T-1-S, T & P Railroad Company Survey, Midland County, Texas. (As further described on the attached metes and bounds description, Exhibit "A", incorporated herein by reference.)

SECTION TWO. That said property shall be subject to the following conditions and restrictions:

A. That the use and development of this property shall conform to the regulations of the MF-1, Multiple-Family Dwelling District, except as otherwise stated below.

B. That the use and development of this property shall conform to the conditions shown on the attached site plan, Exhibit "B", in all respects.

C. That the maximum building height for Lot 1, Block 1, Trinity Towers Manor, Section 1 shall not exceed 65 feet or four stories. The maximum building height for Lot 2, Block 2 shall be 80 feet, or five stories.

D. That the indicated six-foot tall screening fence around the east 25 acres of this property may be installed in phases. The landscaping indicated along Sinclair Avenue may also be installed in phases, concurrently with the fence construction.

E. That the landscaping internal to the site may be installed in phases as construction progresses, provided that a minimum of 15 percent of each developing area is landscaped, and that the total landscaping once all construction is complete is 15 percent. All landscaping shall be irrigated with an automatic sprinkler system, and shall be maintained in a healthy, growing condition.

F. That the minimum number of required parking spaces shall be as shown on Exhibit "B."

G. That all fixtures for security lighting within the eastern 25 acres shall not be mounted higher than 20 feet above natural grade.

H. That Ordinance 6213 is repealed.

SECTION THREE. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION FOUR. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that

covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict, and Ordinance no. 6213 is hereby expressly repealed..

SECTION FIVE. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SIX. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the 27th day of August, A.D., 2002; and passed to second reading on motion of Council member Simpson, seconded by Council member Bradford, by the following vote:

Council members voting "AYE": Simpson, Bradford, Perry, Morgan, Dingus, Canon and Dufford

Council members voting "NAY": None

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member Simpson, seconded by Council member Dufford, on the 10th day of September, A.D., 2002, at a regular

meeting of the City Council:

Council members voting "AYE": Simpson, Dufford, Perry, Morgan, Dingus, Canon and Bradford

Council members voting "NAY": None

PASSED AND APPROVED THIS 10th day of September, A.D., 2002.

Michael J. Canon, Mayor

ATTEST:

Kaylah J. McCord, City Secretary

APPROVED AS TO FORM:

Keith Stretcher, City Attorney

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF MIDLAND

DOC 23786 VOL 2077 PG 755

ZONING FOR TRINTY TOWER MANOR, SECTION 2

LEGAL DESCRIPTION FOR A 25.71 ACRE TRACT LOCATED IN SECTION 19, BLOCK 39, T-1-S, T. & P. RR. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

Boundary being further described by metes and bounds as follows:

BEGINNING at the Southwest corner of this tract in the center of Sinclair Avenue, from whence a 5/8" iron rod found, as set by the City of Midland, Engineering Department, at the Southeast corner of Lot 1, Block 1, Trinity Tower Manor, as recorded in Cabinet D, Page 76, Plat Records of Midland County, Texas and the Northwest corner of said 0.271 Acre right of way dedication in Volume 1185, Page 543, bears N15°15'02"W, a distance of 34.18 feet, also from said point of beginning, the Southwest corner of said Section 19, Block 39, T-1-S, based on calls of the 10.0 Acre Tract recorded in Volume 961, Page 1, bears S74°45'W, a distance of 1202.3 feet and S15°15'E, a distance of 1113.00 feet;

THENCE N15°15'02"W with and projections of the East line of said Lot 1, Block 1, and the West boundary line of said 10.0 Acre tract, at 1062.94 feet pass the Northwest corner of said 10.0 Acre Tract, continuing for a total distance of 1072.94 feet to the Northwest corner of this tract in the center of an existing alley, from whence a ½" iron rod found at the Northeast corner of said Lot 1, Block 1, bears N15°15'02"W a distance of 472.87 feet;

THENCE N74°48'58"E with the center of an existing alley, a distance of 1044.56 feet to the Northeast corner of this tract, from whence the Northeast corner of a 5.0 Acre Tract as described in Volume 649, Page 288, Deed Records bears S15°11'17"E, a distance of 10.00 feet;

THENCE S15°11'17"E with and projections of the West boundary line of Wydewood Estates, Section 4, as recorded in Cabinet C, Page 47, Plat Records of Midland County, at 1042.64 feet pass a 5/8" iron rod found at the Northeast corner of said 0.058 Acre dedicated for right of way as described in Volume 1221, Page 485, Official Records of Midland County, continuing for a total distance of 1072.70 feet to the Southeast corner of this tract, in the center of Sinclair Avenue;

THENCE S74° 48'10"W with the center of Sinclair Avenue, a distance 1043.40 feet to the Place of Beginning.

I, J. Stan Piper, Professional Land Surveyor, do hereby certify that this legal description is based on an actual survey made by me or under my supervision, and that the same is true and correct to the best of my knowledge and belief as surveyed on the ground at various dates through June 5, 2002.

J. Stan Piper
Professional Land Surveyor

Prepared for:
Parkhill, Smith, and Cooper, Inc.
Attn.: Mr. Jay Edwards
5214 Thomason
Midland, TX 79703
(915) 697-1447

PIPER SURVEYING CO., BOX 60432, MIDLAND, TX 79711, (915) 550-7810

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City Council Meeting

Item Number: 26

Meeting Date: April 27, 2021

To: City Council / City Manager

From: Joseph Marynak, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 7 AND 8, BLOCK 5, GREENWOOD ADDITION, FIRST SECTION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO 2F, TWO-FAMILY DWELLING (DUPLEX) DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF SOUTH CALHOUN STREET AND EAST KENTUCKY AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

Purpose:

The applicant, Chad Walters, is requesting a Zone Change from MF-22, Multiple-Family Dwelling District to 2F, Two-Family Dwelling District at 311 S Calhoun in order to re-plat 2 lots into one for the remodeling of an existing duplex.

Recommended City Council Action:

Approve

Fiscal Impact:

This request does not require any City funds.

Discussion:

Current Zoning:

MF-22, Multiple-Family Dwelling District

Surrounding Zoning and Land Use:

The properties to the north, east, south, and west are also zoned MF22, Multiple Family Dwelling District and the location of single family residences.

Analysis:

The applicant is requesting this zone change for the purposes of remodeling an existing duplex. The property meets the minimum lot size requirements for the 2F, Two-Family Dwelling District.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No objection.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

Engineering: (Approved)

No objection to zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Code: (Approved)

No Oil and Gas issues.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Planning:

Under the previous zoning code, the current zoning district would have allowed for the construction of this two family home as well as single family homes despite this area being zoned for multiple-family housing. Under the new Zoning Ordinance adopted in 2019, construction of single family homes and duplexes was restricted their respective zoning districts.

This request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 3 An Integrated Land Use Vision, “Future Land Use Map” as it designates this area for Urban Residential-Medium, a classification which calls for a mix of residential uses including multiple-family and single-family. As this property lies on a large corner lot, it is a great candidate to integrate a two family dwelling unit into this largely single family area without causing a drastic increase in the intensity of uses.

This request was recommended for approval at the April 19, 2021 Planning and Zoning Commission meeting.

Staff recommends approval of this zone change from MF-22, Multiple Family Dwelling District to 2F, Two-Family Dwelling District, subject to condition A.

Conditions:

A. That the use and development of this property shall conform to the regulations of the 2F, Two-Family Dwelling District.

Letters of Objection:

Staff has not received any letters of objection as of April 14, 2021.

Attachments:

Proposed Plat of Greenwood Addition, Section 14
Application
Maps

Robert Patrick

City Manager’s Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 7 AND 8, BLOCK 5, GREENWOOD ADDITION, FIRST SECTION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO 2F, TWO-FAMILY DWELLING (DUPLEX) DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF SOUTH CALHOUN STREET AND EAST KENTUCKY AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lots 7 and 8, Block 5, Greenwood Addition, First Section, City and County of Midland, Texas (the "Property") to 2F, Two-Family Dwelling (Duplex) District, as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from MF-22, Multiple-Family Dwelling District to 2F, Two-Family Dwelling (Duplex) District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances

inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: Z-21-0233

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Chad Walters		Phone (432) 352-0788 Email chad@midland-dci.com	
Address 407 N Big Spring, Suite 204	City Midland	State TX	Zip 79701

Property Owner Printed Name: Oliver & Thompson COmpanies		Phone (325) 207-3974 Email rangersrvmidland@gmail.com	
Address	City Midland	State TX	Zip 79701

Representative *(if different from Applicant or Property Owner)* Firm: Midland DCI, LLC Printed Name: Chad Walters		Phone (432) 352-0788 Email chad@midland-dci.com	
Address 407 N Big Spring, Suite 204	City Midland	State TX	Zip 79701

Street Address: 311 S Calhoun

Legal Description
Lot: 7A Block: 5 Subdivision: Greenwood Addition, Section 11

Current Zoning: MF-22	**Proposed Zone:** 2F *(List by tracts if more than one district is requested)*

Reason for Zone Change Request: While working on Remodel, we re-platted property. New lot does not meet standards for current zone, and we would like to rezone to 2F to keep and use existing duplex. Re: email from Joseph Marynak to Stephen Marcum P.E. on 3-19-21.

Present Use of Property: Existing Duplex

Proposed Use of Property: Remodeling Existing Dueplex

How would this zone change affect the public health, safety and welfare? N/A

Describe how conditions affecting the property have changed since present zoning designation: N/A

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature) Chad Walters	Date 3-24-21
Applicant (printed) Chad Walters	
Property Owner (signature) Tyler Thompson	Date 1-19-2021
Property Owner (printed) Oliver & Thompson Companies	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear Tyler Thompson, who, being by me duly sworn upon oath says: That (s)he is the owner of 311 S Calhoun or authorized by Oliver & Thompson Companies the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Tyler Thompson.
Authorized Agent (*signature*)

Subscribed and sworn to before me this 9 day of January 2021 to certify which witness my hand and seal of office.

PAUL BERNAL
Notary Public, State of Texas
Comm. Expires 11-15-2022
Notary ID 13175988-1

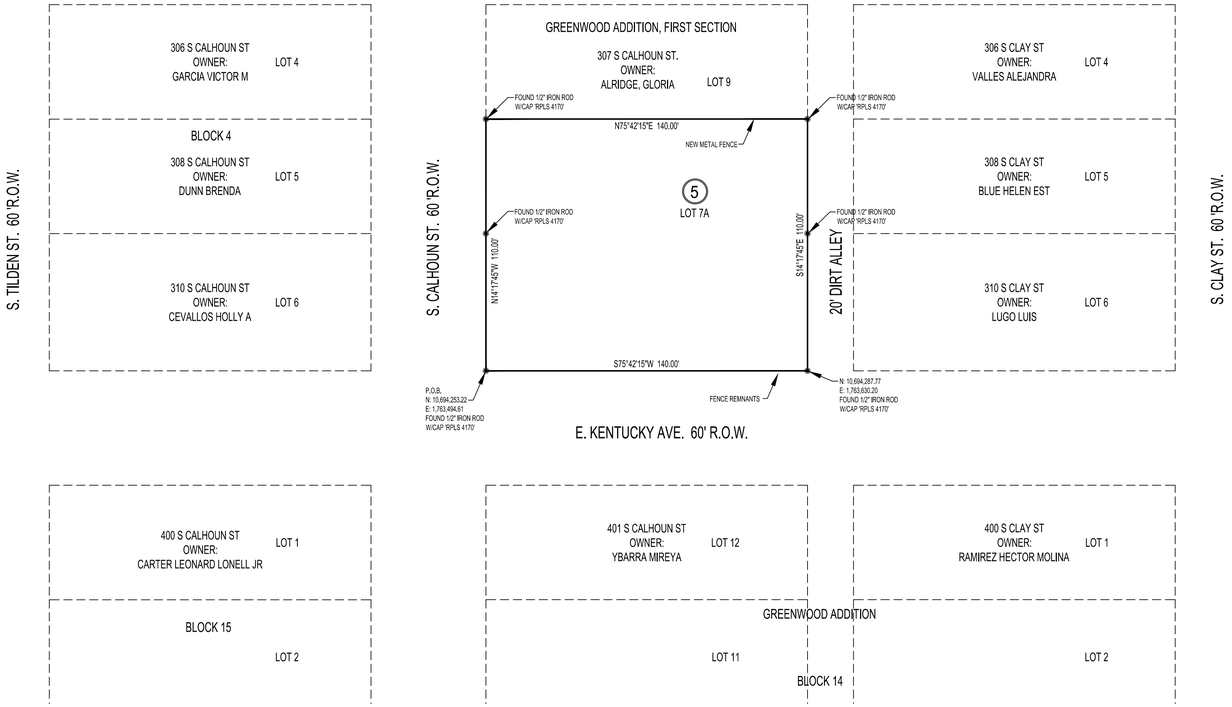
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

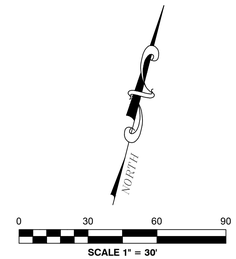
FOR OFFICE USE ONLY	
☐ Property Owner Authorization	☐ Dimensioned Site Plan
☐ Application Fee	☐ Plans in Digital Format (PDF/JPEG)
Check #_____	
Received By _____	Date:

Application will not be considered for scheduling until reviewed by a planner.

GREENWOOD ADDITION, SECTION 14

BEING A RE-PLAT OF LOTS 7 & 8, BLOCK 5,
GREENWOOD ADDITION, FIRST SECTION, CITY & COUNTY OF MIDLAND, TEXAS.







VICINITY MAP
N.T.S.

UTILITY COMPANY'S CERTIFICATE
This plat has been checked for accessibility of utilities.

ATMOS ENERGY
BY: _____

AT&T
BY: _____

SUDDENLINK COMMUNICATION
BY: _____

GRANDE COMMUNICATION
BY: _____

ONCOR ELECTRIC DELIVERY
BY: _____

CERTIFICATE OF APPROVAL

This is to certify that the above and foregoing plat of "GREENWOOD ADDITION, SECTION 14", was approved by proper action of the City Planning and Zoning Commission of the City of Midland, Texas on this

the___ day of_____ 2021.

_____
CHAIRMAN, REGGIE LAWRENCE

_____
SECRETARY, CRISTINA ODENBORG BURNS

OWNER'S CERTIFICATE

THE STATE OF TEXAS
COUNTY OF MIDLAND

WHEREAS OLIVER & THOMPSON COMPANIES, LLC, is the record owner of a tract of land described herein as a Re-plat of Lots 7 & 8, Block 5, Greenwood Addition, First Section, City & County of Midland, Texas.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That _____, being the owner of the aforementioned land shown on this plat designated as a portion of GREENWOOD ADDITION, SECTION 14, an Addition to Midland County, Texas and whose name is subscribed hereto, do hereby dedicate to the public use forever the streets, and easements shown thereon.

WITNESS my hand at Midland, Texas, this

the_____day of _____, 2021.

_____
By: _____

ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he was acting as owner, and that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated. Given under my hand and seal of office this

the _____ day of _____, 2021.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

NOTES:

1. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS MAY BE A VIOLATION OF CITY ORDINANCE AND STATE LAW AND SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
2. APPROVAL OF A SITE PLAN BY THE CITY OF MIDLAND MAY BE REQUIRED BEFORE THE DEVELOPMENT OF ANY LOT AND BEFORE A BUILDING PERMIT MAY BE OBTAINED.
3. BEARINGS/DISTANCES/COORDINATES TO THE TEXAS STATE PLANE COORDINATES SYSTEM, TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1988.
4. THE INSTALLATION OF PUBLIC IMPROVEMENTS MAY BE REQUIRED BY THE CITY OF MIDLAND AS SUCH TIME AS: (1) THE 0.353 ACRE TRACT IS RE-PLATTED OR (2) THE PROPERTY IS REZONED FOR A MORE INTENSIVE USE.

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That I, Marcus L. Hostas, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that this plat was prepared from an actual and accurate survey of the land and that the corner monuments shown thereon were properly located under my personal supervision, in accordance with the Subdivision Regulations of the City of Midland, Texas.

_____
Marcus L. Hostas, R.P.L.S.
Registration Number - 5643

STATE OF TEXAS · REGISTERED · MARCUS L. HOSTAS · 5643 · PROFESSIONAL LAND SURVEYOR

PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS
NO. _____ CABINET ___
DATE _____ PAGE ____

OWNER:
OLIVER AND THOMPSON COMPANIES, LLC
3809 CRESTRIDGE DRIVE
MIDLAND, TX 79707

NOTES:
ACCORDING TO THE FLOOD INSURANCE RATE MAP FOR MIDLAND COUNTY, TEXAS, INCORPORATED AREA, COMMUNITY MAP NO. 48329 C0206F, DATED SEPTEMBER 16TH, 2005, THIS PROPERTY IS SITUATED WITHIN ZONE X, WHICH IS NOT A SPECIAL FLOOD HAZARD AREA, AKA DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN.

LEGEND

- DENOTES FOUND 1/2" IRON ROD W/CAP "RPLS 4170"
- DENOTES UTILITY POWER POLE
- DENOTES PLAT BOUNDARY LINE
- DENOTES ADJACENT LOT LINE
- DENOTES OVERHEAD ELECTRIC LINE
- DENOTES FENCE LINE

Skyline CIVIL GROUP
Skyline Civil Group, LLC • 3323 N. Midland Drive, STE. 113-166 • Midland, Texas 79707
TX FIRM: 17171 • Tel: (432) 685-1226 • www.skylinecivilgroup.com

PERCHERON
professional
services, L L C
203 WEST WALL STREET #724
MIDLAND, TEXAS 79701
(432) 688-2588
TEXAS SURVEYING FIRM LICENSE:
NO. 110194314

GREENWOOD ADDITION, SECTION 14



LOCATION MAP

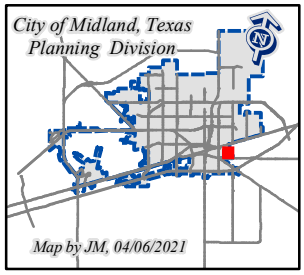
Z-21-0233 **Scale: 1" = 200'**

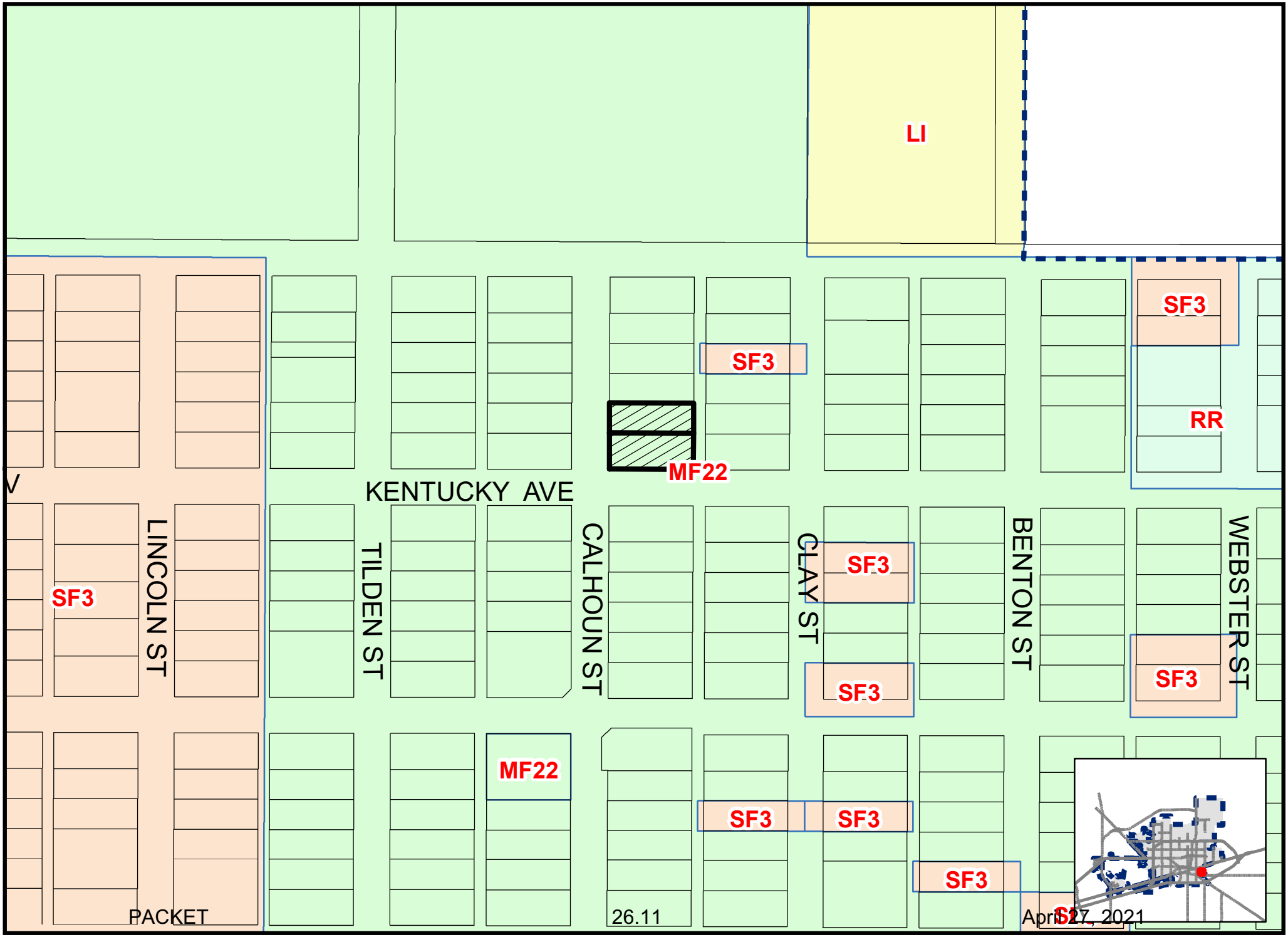
Hold a public hearing and consider a request by Chad Walters for a zone change from MF-22, Multiple-Family Dwelling District to 2F, Two-Family Dwelling District on Lots 7 and 8, Block 5, Greenwood Addition, First Section, City and County of Midland, Texas.

Generally located on the northeast corner of the intersection of South Calhoun Street and East Kentucky Avenue. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS





Map By JM, 04/13/2021

Z-21-0233

Scale: 1" = 200'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.









City Council Meeting

Item Number: 27

Meeting Date: April 27, 2021

To: City Council / City Manager

From: Joseph Marynak, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE THE SOUTH 50 FEET OF THE NORTHWEST QUARTER (ALSO KNOWN AS LOT 10), BLOCK 4, HOMESTEAD ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF NORTH TERRELL STREET, APPROXIMATELY 150 FEET NORTH OF EAST KANSAS AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

Purpose:

The applicant, Roy Avila, is requesting a Zone Change from MF-22, Multiple-Family Dwelling District to SF-3 Single-Family Dwelling District at 806 North Terrell Street, to construct a single family residence.

Recommended City Council Action:

Approve

Fiscal Impact:

This request does not require any City funds.

Discussion:

Current Zoning:

MF-22, Multiple-Family Dwelling District

Surrounding Zoning and Land Use:

The properties to the north, east, south, and west are also zoned MF22, Multiple Family Dwelling District and the location of vacant land and single family residences, respectively.

Analysis:

The applicant is requesting this zone change for the purposes of constructing a single family home. The property meets the minimum lot size requirements for the SF-3, Single Family Dwelling District.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No objections

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2017 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

Engineering: (Approved)

No objection to zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Code: (Approved)

No Oil and Gas issues.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Planning:

Under the previous zoning code, the current zoning district would have allowed for the construction of single family homes, which allowed for the proliferation of their construction in this area. Under the new Zoning Ordinance adopted in 2019, construction of single family homes was restricted to single-family dwelling districts.

This request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 3 An Integrated Land Use Vision, “Future Land Use Map” as it designates this area for Urban Medium, a classification which calls for a mix of residential and non-residential uses. As this property lies one block west of North Lamesa Road, it will serve well as a transition area between the non-residential uses on the arterial and the residential uses on the local streets.

This request was recommended for approval at the April 5, 2021 Planning and Zoning Commission meeting.

Staff recommends approval of this zone change from MF-22, Multiple Family Dwelling District to SF-3, Single Family Dwelling District, subject to condition A.

Conditions:

A. That the use and development of this property shall conform to the regulations of the SF-3, Single Family Dwelling District.

Letters of Objection:

Staff has not received any letters of objection as of April 21, 2021.

Attachments:

Application
Maps

Robert Patrick

City Manager’s Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE THE SOUTH 50 FEET OF THE NORTHWEST QUARTER (ALSO KNOWN AS LOT 10), BLOCK 4, HOMESTEAD ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-22, MULTIPLE-FAMILY DWELLING DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE EAST SIDE OF NORTH TERRELL STREET, APPROXIMATELY 150 FEET NORTH OF EAST KANSAS AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning the south 50 feet of the northwest quarter (also known as Lot 10), Block 4, Homestead Addition, City and County of Midland, Texas (the "Property") to SF-3, Single-Family Dwelling District, as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from MF-22, Multiple-Family Dwelling District to SF-3, Single-Family Dwelling District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all

other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2021, at a regular

meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: Z-21-0220

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Roy Avila		Phone (432) 352-2967 Email aaRoofing64@Gmail.com	
Address 3625 E Hwy 158	City Midland	State Tx.	Zip 79706

Property Owner Printed Name: Roy Avila / JNR Homes		Phone ( ) Email Same	
Address 3625 E Hwy 158	City Midland	State Tx.	Zip 79706

Representative *(if different from Applicant or Property Owner)* Firm: _____ Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 806 N Terrell

Legal Description
Lot: S. 50 Block: #004 Subdivision: NW/4. ADDN

Current Zoning:	**Proposed Zone:** SF-3 *(List by tracts if more than one district is requested)*

Reason for Zone Change Request: Single Home

Present Use of Property: Vacant

Proposed Use of Property: New Single Home

How would this zone change affect the public health, safety and welfare? None

Describe how conditions affecting the property have changed since present zoning designation: none

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Street
806 N. Terrell
Curb
30'
Drive way
21'
18'
43'
54'
5' Set Back
5' Set Back
40'
200'
Alley
50'

INVOICE

BILLING CONTACT
Roy Avila
JNR HOMES & CONSTRUCTION
3625 E Hwy 158
Midland, TX 79706

INVOICE NUMBER	INVOICE DATE	INVOICE DUE DATE	INVOICE STATUS	INVOICE DESCRIPTION
00068042	03/11/2021	03/21/2021	Due	NONE

REFERENCE NUMBER	FEE NAME	TOTAL
Z-21-0226	Zone Change - Standard	$500.00
	SUB TOTAL	$500.00

TOTAL $500.00

City of Midland
Code
300 N Loraine St
P.O. Box 1152
Midland, TX 79701
432-685-7100
Welcome

21040919-0001 Shadonna 03/11/2021 11:05AM

INVOICE
Avila, Roy (JNR HOMES & CONSTRUCTION) 500.00
2021 Item: 00068042 ----------
Zone Change - Standard 500.00
- Adjustable

Subtotal 500.00
Total 500.00

CHECK 500.00
Check Number009100

Change due 0.00

Paid by: Avila, Roy (JNR HOMES & CONSTRUCTION)

Thank you for your payment!

City of Midland COPY
DUPLICATE RECEIPT

Please detach this stub and return it with your remittance payable to the City of Midland, Texas

Remit to:
City of Midland
PO Box 1152
Midland, TX 79702

Customer Name	INVOICE NUMNER	INVOICE DATE
JNR HOMES & CONSTRUCTION	00068042	03/11/2021
	DUE DATE	AMOUNT DUE
	03/11/2021	$ 500.00
		AMOUNT ENCLOSED

Bill to:
Roy Avila
JNR HOMES & CONSTRUCTION
3625 E Hwy 158
Midland, TX 79706

Payment Method: Check ☐ Money Order ☐

☐ Please check if the address has changed. Write correct address on the back of stub and attach with payment

Please write Invoice No on front of check or Money Order, DO NOT MAIL CASH

Contact: Building Permits: 432-685-7390 Code Enforcement: 432-685-7410

9100

A & A Roofing & Construction
3625 E. Hwy. 158 PH. (432) 570-0508
Midland, Texas 79706

88-1287/1163

DATE 3/11/2021

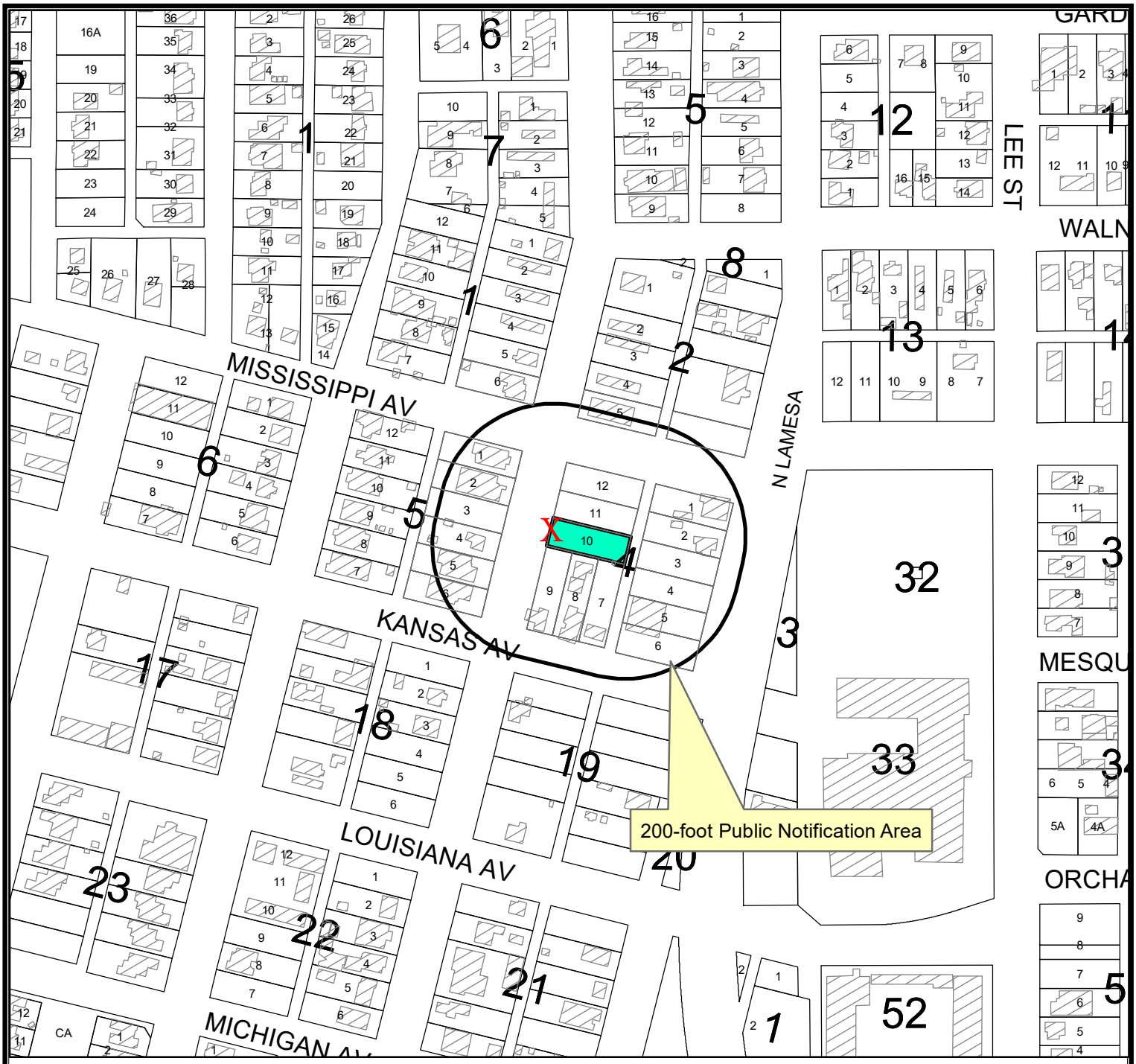
PAY TO THE ORDER OF City of Midland $ 500 00

Five Hundred 3 00 DOLLARS

Community NationalBank
P.O. Box 3903 Midland, Texas 79702 432.262.1600

FOR Zone

⑈009100⑈ ⑆116312873⑆ 1 09285 1⑈



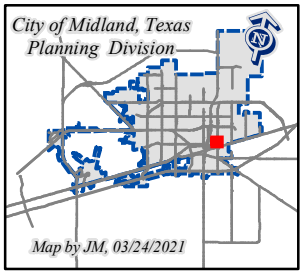
LOCATION MAP

Z-21-0226 **Scale: 1" = 250'**

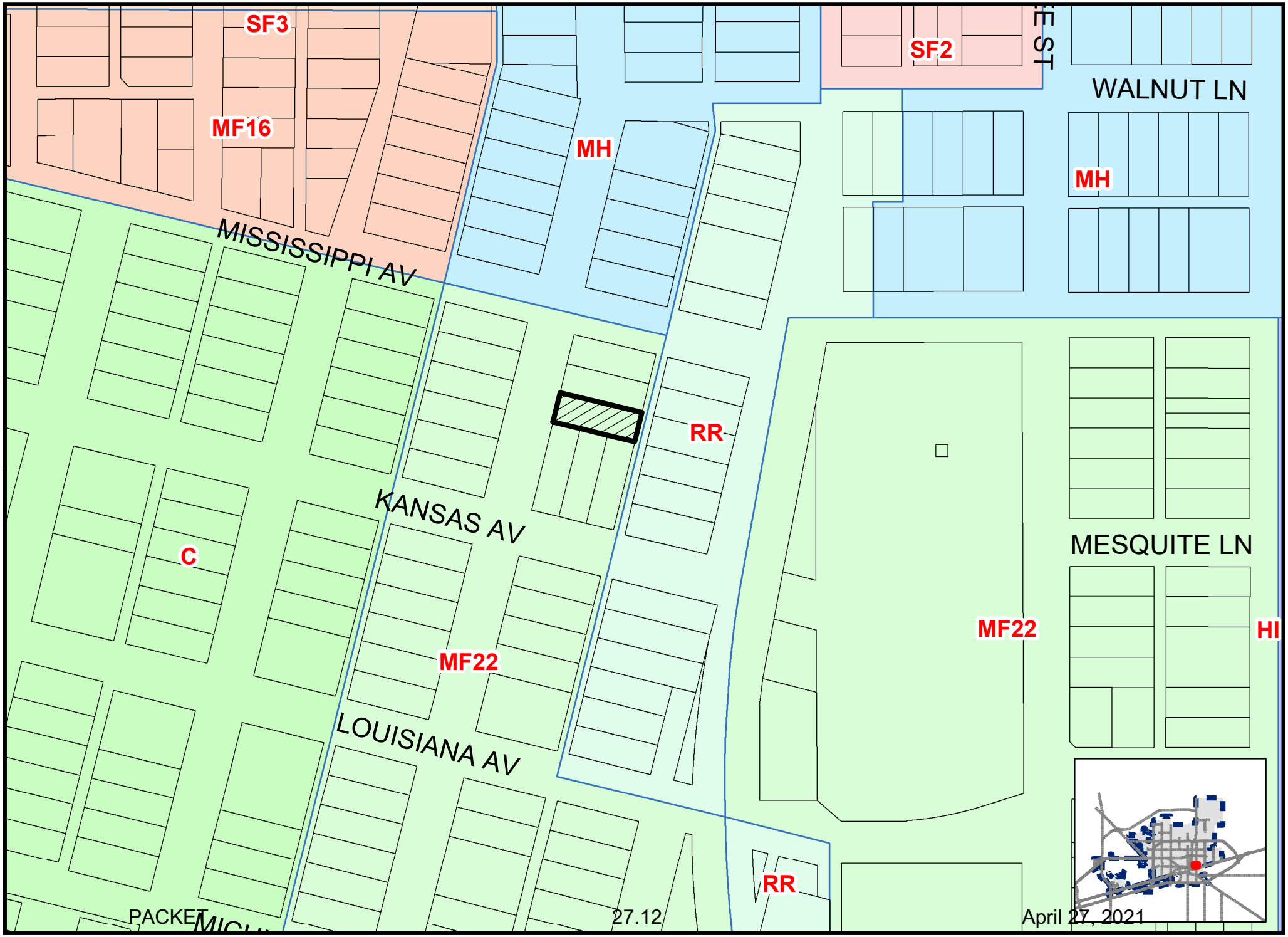
Consider a request by Roy Avila for a a zone change from MF-22, Multiple Family Dwelling District, to SF-3, Singla Family Dwelling District on the south 50 feet of the northwest quarter, also known as Lot 10, Block 4, Homestead Addition, City and County of Midland, Texas.
Generally locted on the east side of North Terrell Street approximately 150 feet north of East Kansas Avenue (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



April 27, 2021



Map By JM, 03/30/2021

Z-21-0226

Scale: 1" = 200'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.









City Council Meeting

Item Number: 28

Meeting Date: April 27, 2021

To: City Council / City Manager

From: Joseph Marynak,

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE THE NORTH 50 FEET OF LOT 2, BLOCK 11, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM C, COMMERCIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF NORTH FORT WORTH STREET, APPROXIMATELY 100 FEET NORTH OF EAST OHIO AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

Purpose:

The applicant, Ruedas Homes, Inc., is requesting a zone change from C, Commercial District to SF-3, Single-Family dwelling district at 405 North Fort Worth Street to construct a single family home.

Recommended City Council Action:

Approve

Fiscal Impact:

Processing this request does not require any City funds.

Discussion:

Current Zoning:

C, Commercial District

Surrounding Zoning and Land Use:

The properties to the north, east, south, and west are also zoned C, Commercial District and the locations of single family homes, a commercial business and vacant land, respectively.

Analysis:

The applicant is requesting this zone change for the purposes of constructing a single family home. The applicant is currently in the process of having the property re-platted to align with the tax parcel of the property. The re-platted lot will meet the minimum lot size requirements for the SF-3, Single Family Dwelling District.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No objections

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2017 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

Engineering: (Approved)

No objection to zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Code: (Approved)

No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Planning:

Under the previous zoning code, the current zoning district would have allowed for the construction of single family homes, which allowed for the proliferation of their construction in this area. Under the new Zoning Ordinance adopted in 2019, construction of single family homes was restricted to single-family dwelling districts. This property lies on a block that serves as a transition from non-residential uses to the west and south and the residential areas to the north and east.

This request is in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 3 An Integrated Land Use Vision, “Future Land Use Map” as it designates this area for Urban Medium, a classification which calls for a mix of uses that include single-family and commercial development.

This request was recommended for approval at the April 5, 2020 Planning and Zoning Commission meeting.

Staff recommends approval of this zone change from MF-22, Multiple Family Dwelling District to SF-3, Single Family Dwelling District, subject to condition A.

Conditions:

A. That the use and development of this property shall conform to the regulations of the SF-3, Single Family Dwelling District.

Letters of Objection:

Staff has not received any letters of objection as of April 21, 2021.

Attachments:

Proposed plat of Original Town Section 21
Application
Maps

Robert Patrick

City Manager’s Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE THE NORTH 50 FEET OF LOT 2, BLOCK 11, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM C, COMMERCIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF NORTH FORT WORTH STREET, APPROXIMATELY 100 FEET NORTH OF EAST OHIO AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning the north 50 feet of Lot 2, Block 11, Original Town Addition, City and County of Midland, Texas (the "Property") to SF-3, Single-Family Dwelling District, as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from C, Commercial District to SF-3, Single-Family Dwelling District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances

inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: 2-21-0221

Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Property Owner Printed Name: Ruedas Homes, Inc.		Phone ( ) Email	
Address PO Box 51104	City Midland	State TX	Zip 79710

Representative *(if different from Applicant or Property Owner)* Firm: Maverick Engineering Printed Name: Paladin Huckaba		Phone (432-) 262-0999 Email phuckaba@maverick-eng.com	
Address 1909 W. Wall St. Suite, K	City Midland	State TX	Zip 79701

Street Address: 405 N. Fort Worth

Legal Description North 50' of the SE/4 Block 11, Original Town Addition (re-plat in progress)
Lot: Block: Subdivision:

Current Zoning: C

Proposed Zone: SF-3
(List by tracts if more than one district is requested)

Reason for Zone Change Request: Allow for the construction of a single family residence in conformance with much of the current and historical uses in this area.

Present Use of Property: Vacant

Proposed Use of Property: Single family home

How would this zone change affect the public health, safety and welfare? No adverse affect

Describe how conditions affecting the property have changed since present zoning designation: No change

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature): Yadira Ruedas	Date: 2-8-21
Applicant (printed): Yadira Ruedas	
Property Owner (signature):	Date:
Property Owner (printed) :	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Andrew L. Mellen who, being by me duly sworn, upon oath says: That (s)he is authorized by Ruedas Homes, Inc., the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Andrew L. Mellen
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 9th day of February, 2021, to certify which witness my hand and seal of office.

Kelsey Ann Stine
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

NOTARY PUBLIC STATE OF TEXAS
Kelsey Ann Stine
My Commission Expires
02/19/2022
ID No. 131456388

FOR OFFICE USE ONLY

☑ Property Owner Authorization
☐ Dimensioned Site Plan
☑ Application Fee
☐ Plans in Digital Format (PDF/JPEG)
Check # 3347

Received By: Joseph Mongiello Date:

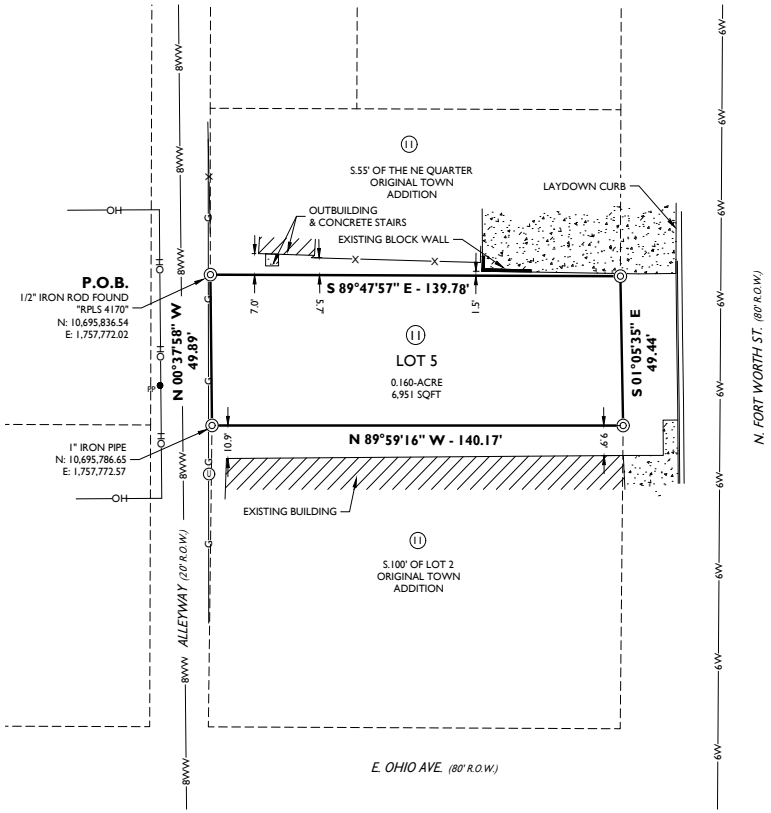
RECEIVED
FEB 23 2021
BY:

****Application will not be considered for scheduling until reviewed by a planner.****

SKETCH PLAT

ORIGINAL TOWN, SECTION 22

BEING A RE-PLAT OF THE NORTH 50 FEET OF THE SOUTHEAST QUARTER BLOCK 11, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS



FEMA NOTE

FLOOD STATEMENT: ACCORDING TO FEMA'S N.F.I.P. FLOOD INSURANCE RATE MAP #48329C0089F, DATED SEPTEMBER 16, 2005, THIS PROPERTY IS WITHIN THE UNSHADED PORTION OF ZONE "X", DESIGNATED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN."

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF MAVERICK ENGINEERING.

PROPERTY OWNER

RUEDAS HOMES, INC.
PO BOX 51104
MIDLAND, TX 79710-1104
DEED INSTRUMENT # 2020-23237

PLAT FILED FOR RECORD
MIDLAND COUNTY, TEXAS

PACKET

NO. _____ *CABINET* _____

DATE _____ *PAGE* _____

DEVELOPMENT NOTES

1. *SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS MAY BE A VIOLATION OF CITY ORDINANCE AND STATE LAW AND SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.*
2. *APPROVAL OF A SITE PLAN BY THE CITY OF MIDLAND MAY BE REQUIRED BEFORE THE DEVELOPMENT OF ANY LOT AND BEFORE A BUILDING PERMIT MAY BE OBTAINED.*
3. *BASIS OF BEARINGS, COORDINATES AND DISTANCES ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, CENTRAL ZONE (4203), NORTH AMERICAN DATUM OF 1983. U.S. SURVEY FOOT.*
4. *THE INSTALLATION OF IMPROVEMENTS MAY BE REQUIRED BY THE CITY OF MIDLAND AS SUCH TIME AS:*
   (1) THE REPRESENTED LOT IS REPLATTED FOR SUBDIVISION INTO MORE THAN ONE LOT OR :
   (2) THE PROPERTY IS REZONED FOR A MORE INTENSIVE USE.
5. *IMPACT FEES WILL BE ASSESSED DURING THE FINAL PLATTING PROCESS, IMPLEMENTATION AND COLLECTION OF IMPACT FEES WILL TAKE PLACE DURING THE BUILDING PERMIT PROCESS. ADDITIONAL IMPACT FEES OR INCREASES IN FEES MAY NOT BE ASSESSED AGAINST THE TRACT UNLESS THE NUMBER OF SERVICE UNITS TO BE DEVELOPED ON THE TRACT INCREASED.*

OWNER'S CERTIFICATE

THE STATE OF TEXAS
COUNTY OF MIDALND

WHEREAS RUEDAS HOMES, INC. , is the record owner of a tract of land situated in Section 35, Block 39, T-1-S, T&P. RR. Co. Survey, City and County of Midland, Texas.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That RUEDAS HOMES, INC. , being the owner of the land shown on this plat designated as ORIGINAL TOWN, SECTION 22, an Addition to the City of Midland, Midland County, Texas and whose name is subscribed hereto, do hereby dedicate to the public use forever the streets, alleys, and easements shown thereon; and do hereby give an easement of ingress and egress to the City of Midland for garbage collection, utility facility access and maintenance, location and maintenance of trash containers and access thereto, and condition said easement that no construction shall commence on said lot or lots until the exact location of said containers therewith has been selected and approved by the Director of Utilities.

WITNESS my hand at _____ - ____*M.,*

*the*_____*day of* _____, *2021.*

_____
By:

ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared RUEDAS HOMES, INC., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he was acting as owner, and that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated. Given under my hand and seal of office this

the _____ *day of* _____, *2021.*

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

CERTIFICATE OF APPROVAL

This is to certify that the above and foregoing plat of ORIGINAL TOWN, SECTION 22, was approved by proper action of the City Planning and Zoning Commission of the City of Midland, Texas on this

_____*day of* _____ *2021.*

_____
REGGIE LAWRENCE, CHAIRMAN

_____
CRISTINA ODENBORG BURNS, SECRETARY

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That I, GREGORY W. SHOULTS, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat was prepared from an actual and accurate survey of the land and that the corner monuments shown thereon were properly located under my personal supervision, in accordance with the Subdivision Regulations of the City of Midland, Texas.

PRELIMINARY - THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE

_____
GREGORY W. SHOULTS RPLS#5355
Maverick Engineering (TX Firm #10194514)
1909 W. Wall Street, Suite, K
Midland, TX 79701

UTILITY COMPANY'S CERTIFICATE

This plat has been checked for accessibility of utilities.

_____
ATMOS ENERGY
BY: _____

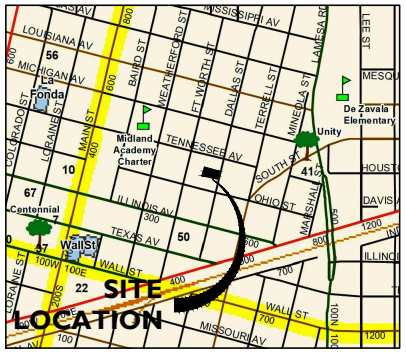
_____
AT&T
BY: _____

_____
SUDDENLINK COMMUNICATION
BY: _____

_____
GRANDE COMMUNICATION
BY: _____

28.9

_____
ONCOR ELECTRIC DELIVERY
BY: _____



VICINITY MAP

N.T.S.



SCALE 1" = 30'

LEGEND

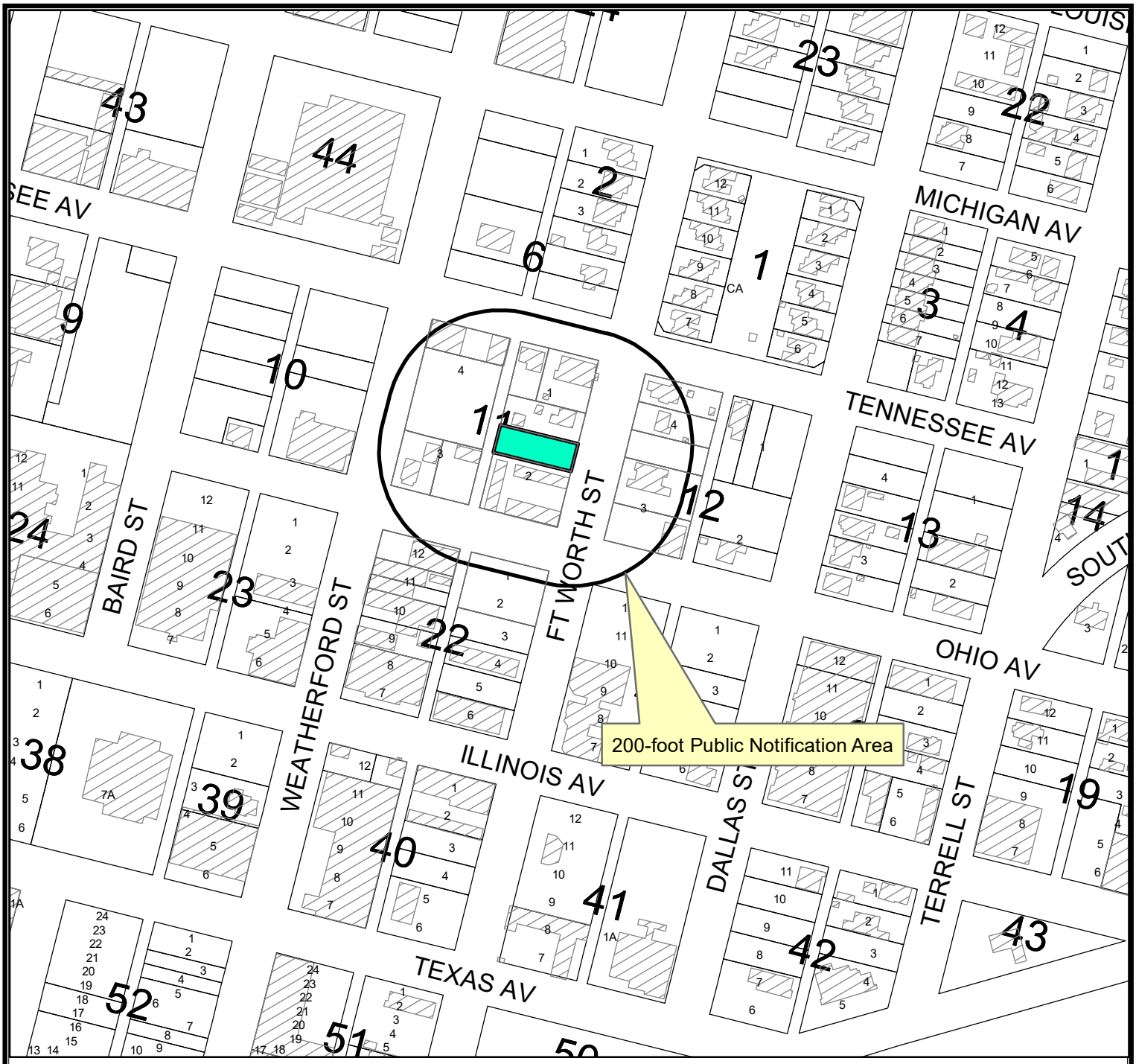
◎	DENOTES FOUND 1/2" IRON ROD UNLESS NOTED
PP●	DENOTES EXISTING POWER POLE
Ⓤ	DENOTES EXISTING UTILITY MARKER
O.P.R.M.C.T.	DENOTES OFFICIAL PUBLIC RECORDS, MIDLAND CO., TX
D.R.M.C.T.	DENOTES DEED RECORDS, MIDLAND CO., TX
P.R.M.C.T.	DENOTES PLAT RECORDS, MIDLAND CO., TX
———	DENOTES BOUNDARY LINE
- - - - - -	DENOTES EXISTING LOTS
——X——	DENOTES EXISTING FENCE
——G——	DENOTES EXISTING GAS LINE
——OH——	DENOTES EXISTING OVERHEAD ELECTRIC LINE
——8WW——	DENOTES EXISTING 8" WASTEWATER
——6W——	DENOTES EXISTING 6" WATER MAIN
	DENOTES CONCRETE
	DENOTES BUILDING

MAVERICK
ENGINEERING / SURVEY / WATER RESOURCES
1909 West Wall Street, Suite "K"
Midland, Texas 79701
ENGINEER FIRM #: F-15089
SURVEY FIRM #: 10194514
Tel: (432) 262-0999 Fax: (432) 262-0989
www.Maverick-Eng.com

April 27, 2021

ORIGINAL TOWN, SECTION 22

Drawing: F:\2020\2020170 RUEDAS HOMES-405 N FORT WORTH\DRAWINGS\PLAT\20170 - SKETCH PLAT D.WG Last Saved By: Pakalin on 1/7/2021



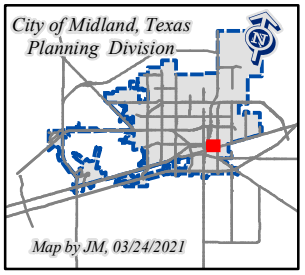
LOCATION MAP

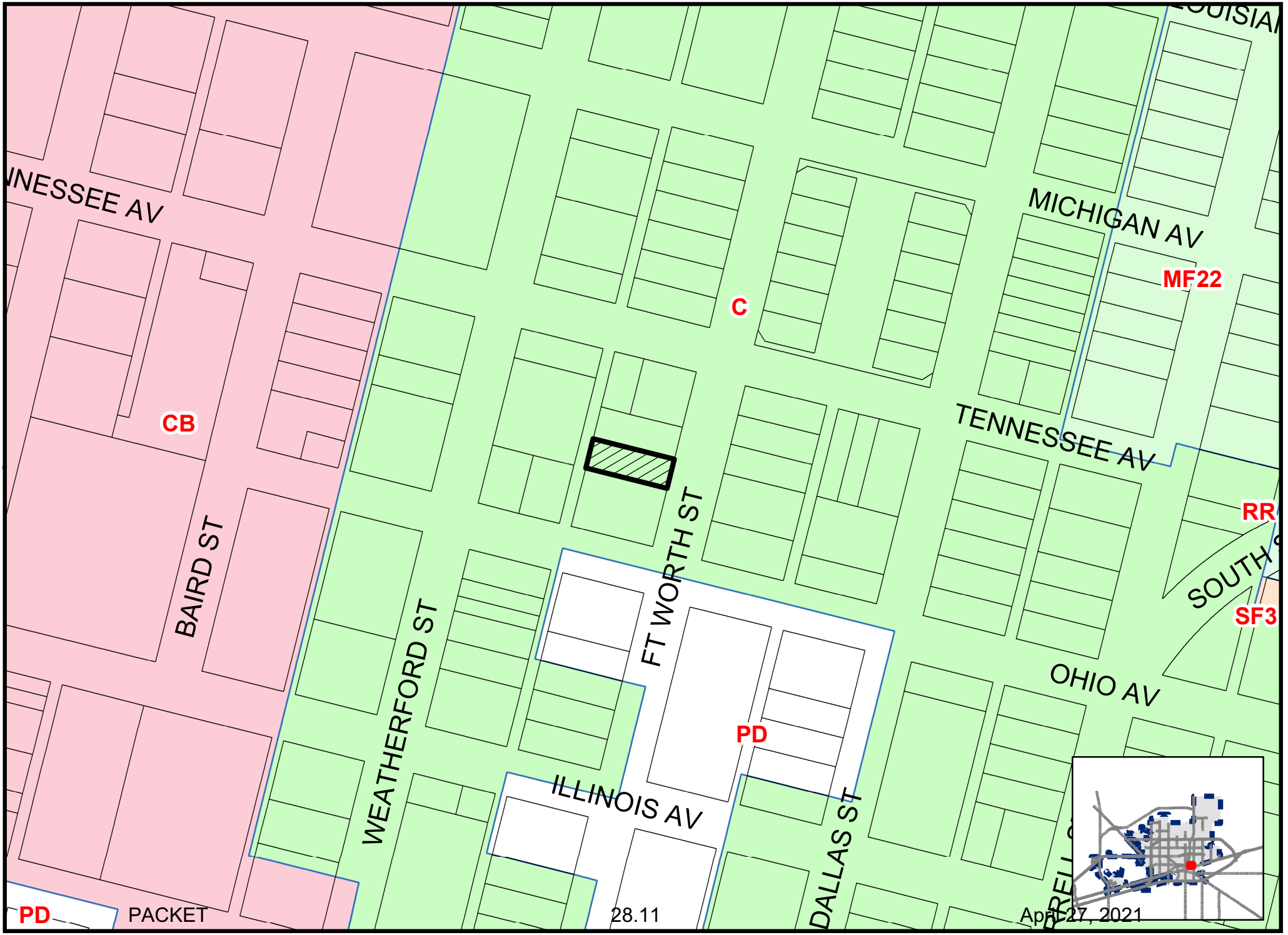
Z-21-0221 **Scale: 1" = 250'**

Consider a request by Ruedas Homes, Inc. for a Zone Change from C Commercial District, to SF-3, Single-Family Dwelling District on the north 50 feet of Lot 2, Block 11, Original Town Addition, City and County of Midland, Texas.
Generally located on the west side of North Fort Worth Street approximately 100 feet north of East Ohio Avenue. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS





Map By JM, 03/30/2021

Z-21-0221

Scale: 1" = 200'

ZONING MAP

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2214





City Council Meeting

Item Number: 29

Meeting Date: April 27, 2021

To: City Council / City Manager

From: Kelly Martinez, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 5 AND 6, BLOCK 118, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LI, LIGHT INDUSTRIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH WEATHERFORD STREET, APPROXIMATELY 122 FEET SOUTH OF EAST WASHINGTON AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

Purpose:

The applicant, Ruedas Homes, Inc. is requesting a zone change from LI, Light Industrial District to SF-3, Single Family Dwelling District at 504 S. Weatherford Street, to construct a single family residence.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the city.

Surrounding Land and Uses:

The properties to the west, north, and east are zoned LI, Light Industrial District, and the locations of single family residences and an automobile body shop. The properties to the south are zoned C, Commercial District, and SF-3, Single-Family Dwelling District, and the locations

of single family residences.

Discussion:

The applicant is requesting this zone change to construct a single-family residence at the property. The property is currently vacant and in the process of being replatted. Therefore, the property will meet the minimum lot size requirements for SF-3, Single Family Dwelling District.

Per the previous zoning ordinance, single-family detached dwellings were allowed in the LI, Light Industrial District. As of July 1, 2019, the new zoning ordinance does not allow the use of single-family detached dwellings within the LI, Light Industrial District.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No objections.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2017 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

Engineering: (Approve)

No objections to zoning/zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Code: (Approved)

No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. non-permitted well radius of location on plat.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Planning:

This proposed development fits with Chapter 3, An Integrated Land Use Vision, “Future Land Use Map” of the Tall City Tomorrow comprehensive plan as this area is called for Urban Medium Neighborhood Center. This designation calls for a mix of housing types, including single-family and townhomes, along with a mix of traditional neighborhood business. Additionally, the prevailing land uses in this area are mostly residential.

This request has been recommended for approval by a unanimous vote at the April 5, 2021 Planning and Zoning Commission meeting.

Staff recommends approval of this zone change from LI, Light Industrial District to SF-3, Single Family Dwelling District, subject to condition A.

Condition:

A. **That the use and development of the property shall conform to the regulations of the SF-3, Single-Family Dwelling District.**

Letters of Objection:

Staff has not received any objections as of April 21, 2021.

Attachments:

Application
Site Plan (Exhibit A)
Maps

Robert Patrick

City Manager’s Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOTS 5 AND 6, BLOCK 118, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM LI, LIGHT INDUSTRIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF SOUTH WEATHERFORD STREET, APPROXIMATELY 122 FEET SOUTH OF EAST WASHINGTON AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lots 5 and 6, Block 118, Southern Addition, City and County of Midland, Texas (the "Property") to SF-3, Single-Family Dwelling District, as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from LI, Light Industrial District to SF-3, Single-Family Dwelling District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances

inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

Site Plan (Exhibit A)



MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: Z-21-0225

Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Property Owner Printed Name: Ruedas Homes, Inc.		Phone ( ) Email	
Address PO Box 51104	City Midland	State TX	Zip 79710-1104

Representative *(if different from Applicant or Property Owner)* Firm: Maverick Engineering Printed Name: Paladin Huckaba		Phone (432-) 262-0999 Email phuckaba@maverick-eng.com	
Address 1909 W. Wall St. Suite K	City Midland	State TX	Zip 79701

Street Address: 504 S. Weatherford

Legal Description
Lot: 5 & 6 Block: 118 Subdivision: Southern Addition

Current Zoning: LI

Proposed Zone: SF3
(List by tracts if more than one district is requested)

Reason for Zone Change Request: Allow for the construction of a single family residence in conformance with surrounding existing uses.

Present Use of Property: Vacant

Proposed Use of Property: Single family home

How would this zone change affect the public health, safety and welfare? No adverse affect. Improve the neighborhood with new construction

Describe how conditions affecting the property have changed since present zoning designation: None

Submittal and Fees
Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date:
Applicant (printed):	
Property Owner (signature): Yadira Ruedas	Date: 3/3/21
Property Owner (printed) : Yadira Ruedas, Ruedas Homes, Inc.	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Andrew L. Mellen, PE who, being by me duly sworn, upon oath says: That (s)he is authorized by Ruedas Homes, Inc., the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Andrew L. Mellen
Authorized Agent (*signature*)

Subscribed and sworn to before me, this 3rd day of March, 20 21, to certify which witness my hand and seal of office.

Kelsey Ann Stine
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

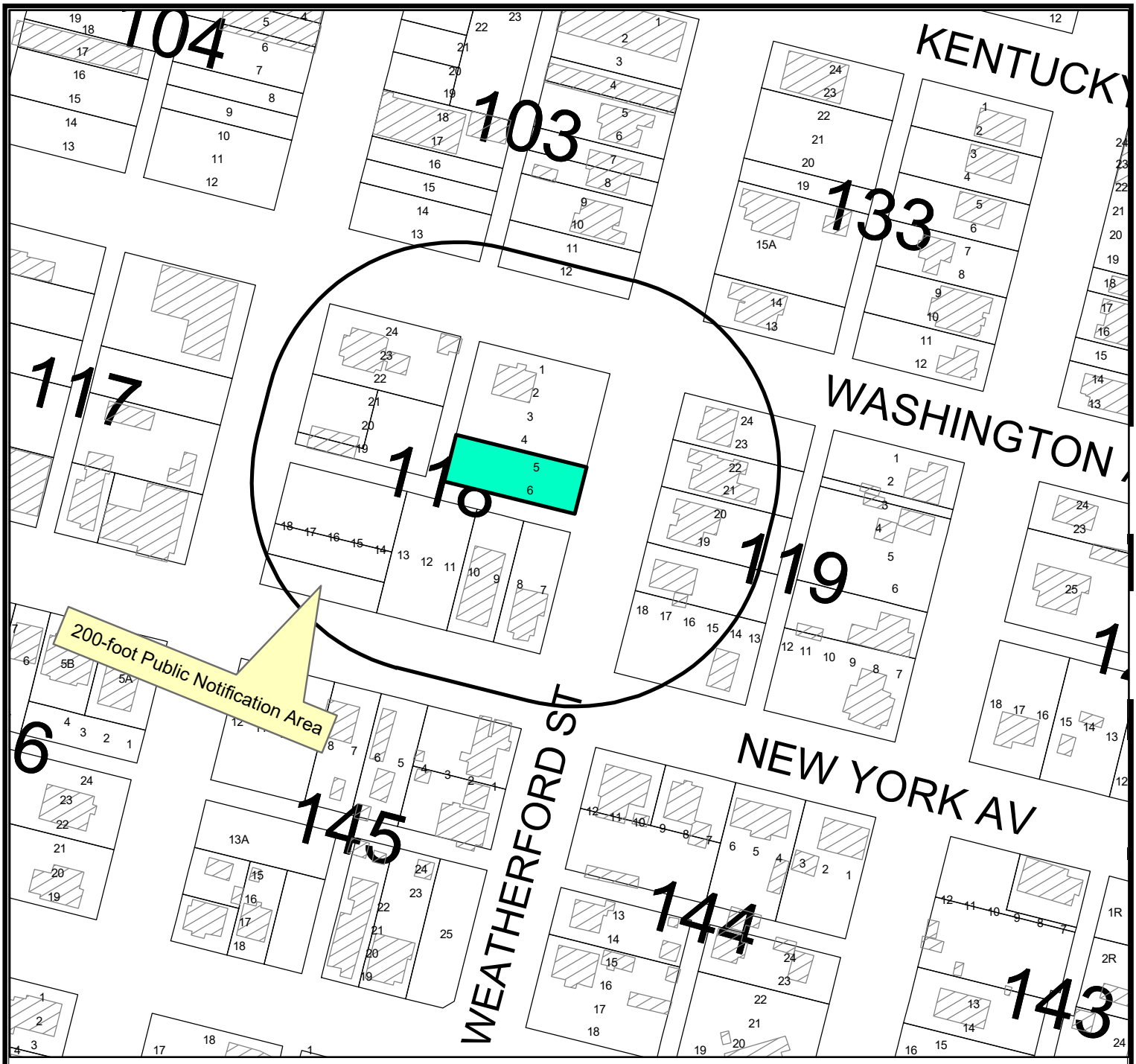
NOTARY PUBLIC STATE OF TEXAS
Kelsey Ann Stine
My Commission Expires
02/19/2022
ID No. 131456388

FOR OFFICE USE ONLY

☑ Property Owner Authorization
☐ Dimensioned Site Plan
☑ Application Fee
☐ Plans in Digital Format (PDF/JPEG)
Check # 3357

Received By: Joseph Wanyonk
Date: MAR 0 3 2021
BY:

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

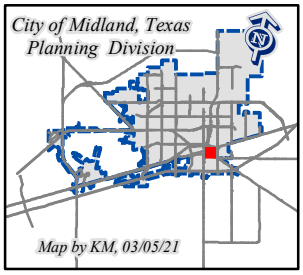
Z-21-0225 **Scale: 1" = 200'**

Consider a request by Ruedas Homes, Inc. for a zone change from LI, Light Industrial District to SF-3, Single-Family Dwelling District on Lots 5 and 6, Block 118, Southern Addition, City and County of Midland, Texas.

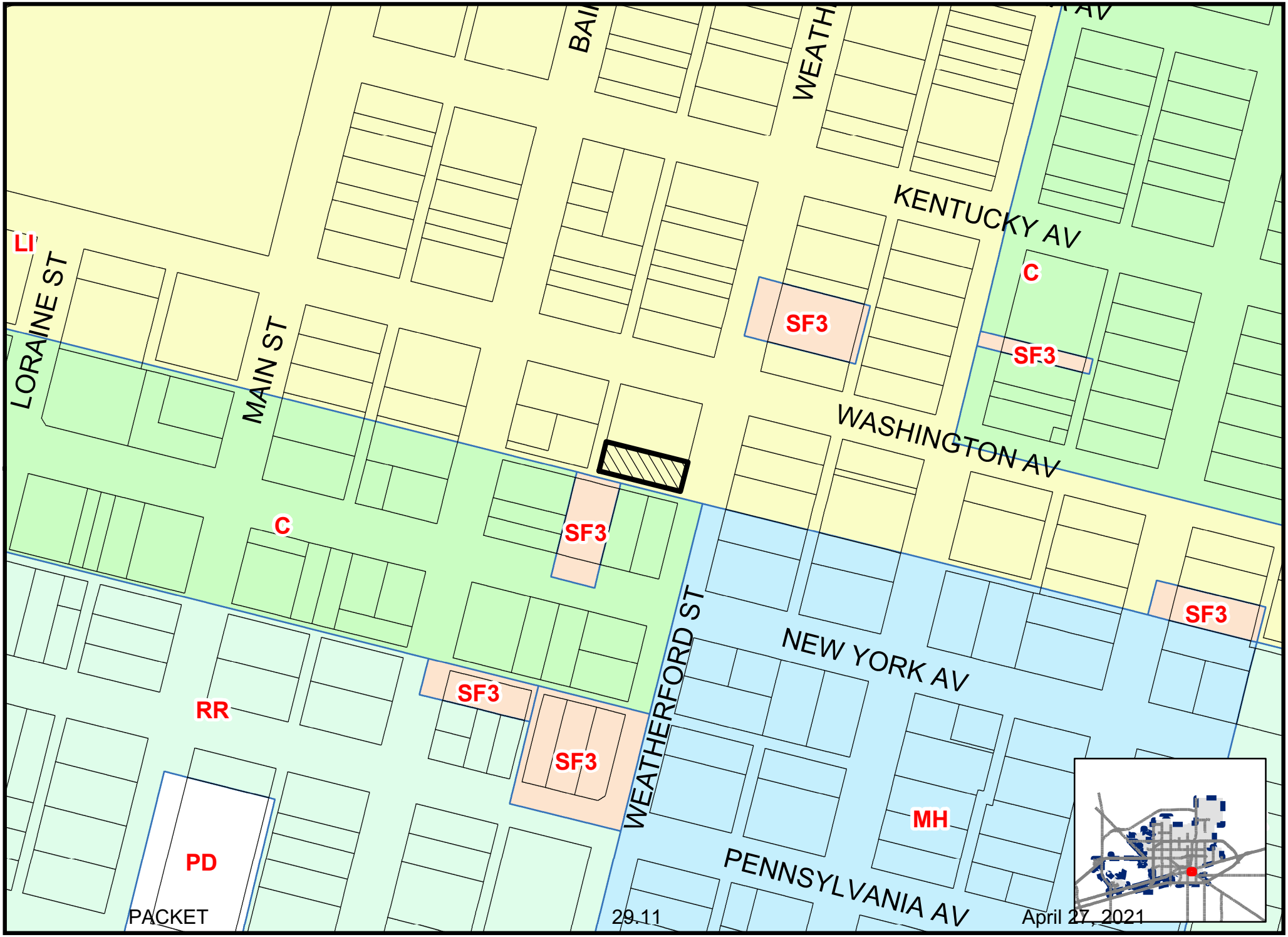
Generally located on the west side of S. Weatherford Street, approximately 122-feet south of E. Washington Avenue. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



April 27, 2021



Map By KM, 3/15/2021

Z-21-0225

Scale: 1" = 200'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.


STOP


505
RAM





City Council Meeting

Item Number: 30

Meeting Date: April 27, 2021

To: City Council / City Manager

From: Kelly Martinez, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 3, BLOCK 14, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM C, COMMERCIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH TERRELL STREET AND EAST OHIO AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

Purpose:

The applicant, Rosalinda Acosta is requesting to rezone the property located at 404 N. Terrell Street to comply with residential regulations for future developments.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the city.

Surrounding Land and Uses:

The property to the north across South Street is zoned C, Commercial District, and the location of a barber shop. The properties to the east are zoned C, Commercial and SF3, Single Family District, and the locations of single family residences. The property to the south across Ohio Avenue is zoned C, Commercial District, and the location of a single family residence. The property to the west across Terrell Street is zoned C, Commercial District, and the location of

an automobile body shop.

Discussion:

The property is located at 404 N. Terrell Street and is currently being used as a residential home. The applicant is requesting this zone change to conform to single-family dwelling district. Per the previous zoning ordinance, single-family detached dwellings were allowed within this zoning district. As of July 1, 2019, the new zoning ordinance does not allow the use of single-family detached dwellings within the C, Commercial District.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No objections.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2017 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

Engineering: (Approved)

No objections to zoning/zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. Code: (Approved) No Oil or Gas wells identified within 500 ft. permitted well radius or in the 135 ft. nonpermitted well radius of location on plat.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Planning:

This proposed development fits with Chapter 3, An Integrated Land Use Vision, “Future Land Use Map” of the Tall City Tomorrow comprehensive plan as this area is called for Special Study Area. This area remains undecided for future land uses. However, this property supports

the existing neighborhood characteristics and uses of the area.

This request has been recommended for approval by a unanimous vote at the April 5, 2021 Planning and Zoning Commission meeting.

Staff recommends approval of this zone change from C, Commercial District to SF-3, Single Family Dwelling District, subject to condition A.

Condition:

A. That the use and development of the property shall conform to the regulations of the SF-3, Single-Family Dwelling District.

Letters of Objection:

Staff has received one letter of objection as of April 21, 2021.

Attachments:

Application
Maps

Robert Patrick

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 3, BLOCK 14, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM C, COMMERCIAL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH TERRELL STREET AND EAST OHIO AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lot 3, Block 14, Original Town Addition, City and County of Midland, Texas (the "Property") to SF-3, Single-Family Dwelling District, as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from C, Commercial District to SF-3, Single-Family Dwelling District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances

inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

MIDLAND
Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: 2-21-0224

Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Rosalinda Acosta		Phone (432) 978-8177 Email Counbull@gmail.com	
Address 404 N Terrell	City Midland	State TX	Zip 79701

Property Owner Printed Name: Rosalinda Acosta		Phone (432) 978-8177 Email Counbull@gmail.com	
Address 404 N Terrell	City Midland	State TX	Zip 79701

Representative *(if different from Applicant or Property Owner)* Firm: Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 404 N Terrell

Legal Description R000035049
Lot: 35 Block: 014 Subdivision: Original Town

Current Zoning: Commercial

Proposed Zone: residential
(List by tracts if more than one district is requested)

Reason for Zone Change Request: Used as residential property.

Present Use of Property: residential

Proposed Use of Property: residential

How would this zone change affect the public health, safety and welfare?
It would not. Residential homes on south and east of my home.

Describe how conditions affecting the property have changed since present zoning designation: Used as residence since built.

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature):	Date: 2/11/2021
Applicant (printed): Rosalinda Acosta	
Property Owner (signature):	Date: 2/11/2021
Property Owner (printed) : Rosalinda Acosta	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear_____who, being by me duly sworn, upon oath says: That (s)he is the owner of _____or authorized by_____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this_____day of_____, 20____, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☑ Property Owner Authorization
☑ Application Fee
Check # 6952

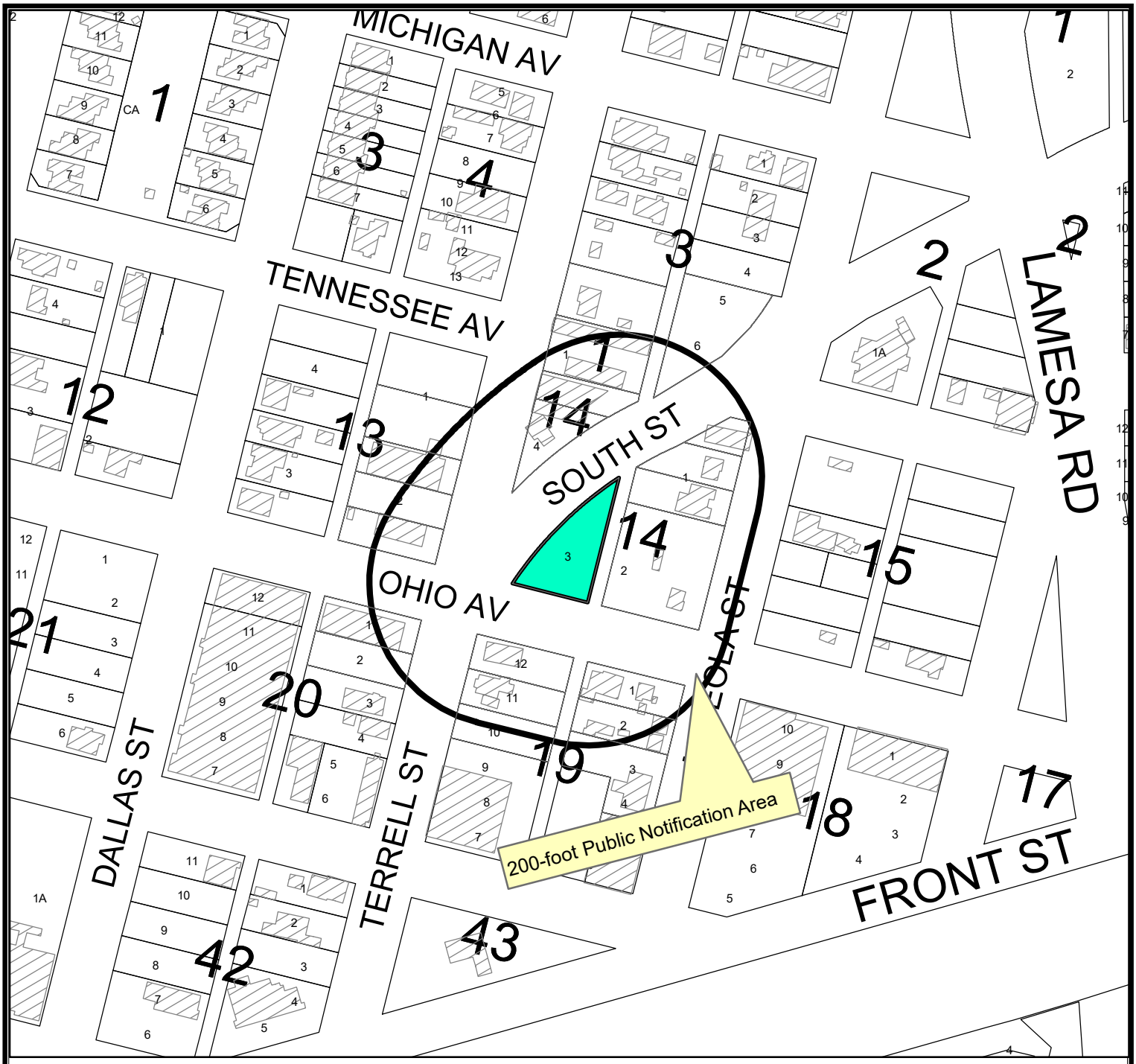
☐ Dimensioned Site Plan
☐ Plans in Digital Format (PDF/JPEG)

Received By: Joseph Marquez

Date:

RECEIVED
FEB 23 2021
BY:

Application will not be considered for scheduling until reviewed by a planner.



LOCATION MAP

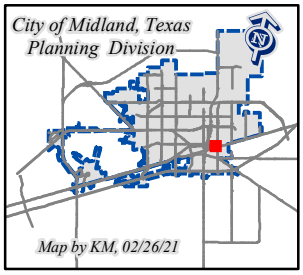
Z-21-0224 **Scale: 1" = 200'**

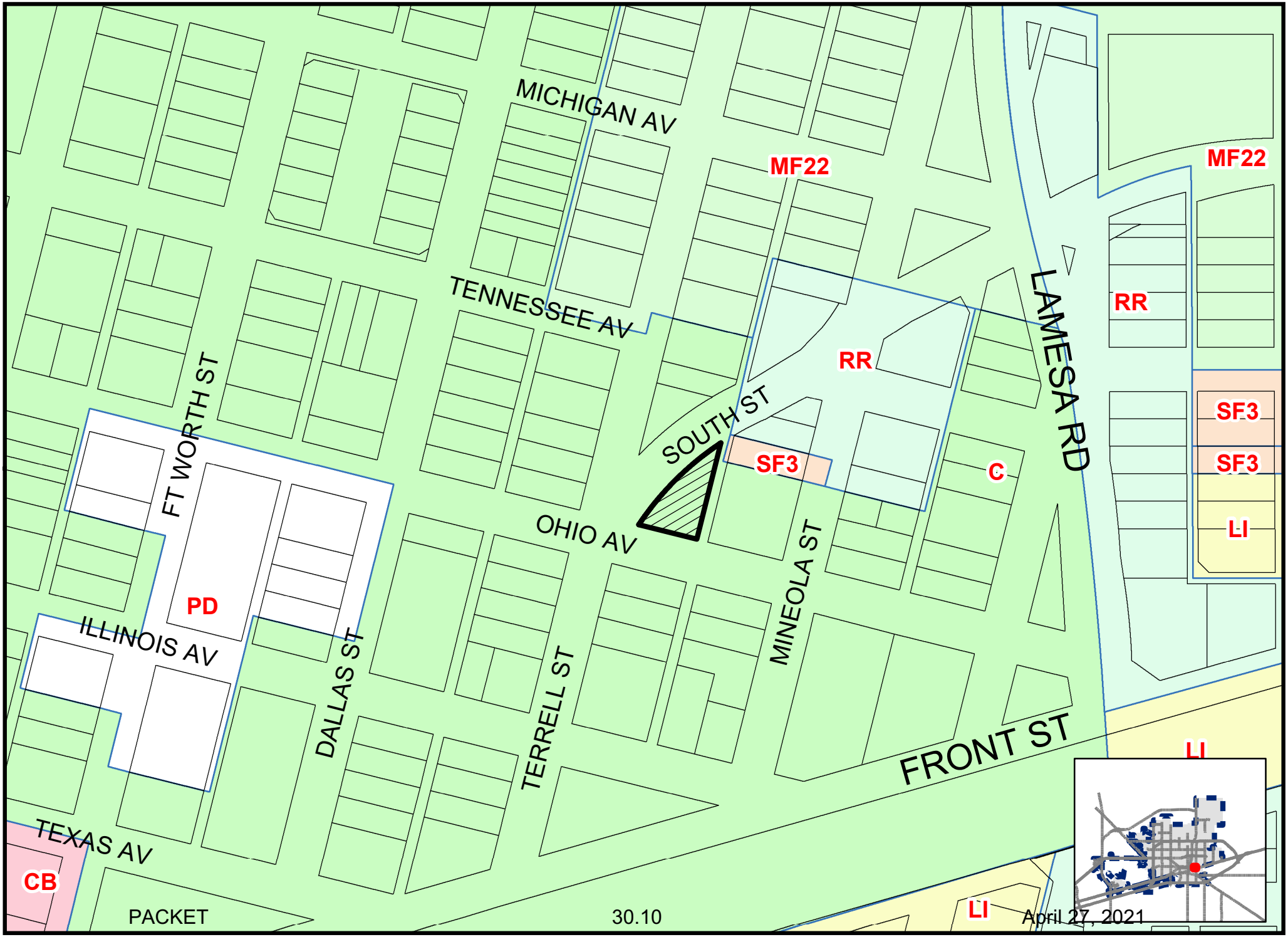
Consider a request by Rosalinda Acosta for a zone change from C, Commercial District to SF-3, Single-Family Dwelling District on the residue of Lot 3, Block 14, Original Town, City and County of Midland, Texas.

Generally located on the northeast corner of the intersection of N. Terrell Street and E. Ohio Avenue. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS





April 27, 2021

Map By KM, 3/2/2021

Z-21-0224

Scale: 1" = 200'

ZONING MAP

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PAINT & BODY
SHOP

City Council Meeting

Item Number: 31

Meeting Date: April 27, 2021

To: City Council / City Manager

From: Kelly Martinez, Planner

Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 6, BLOCK 44, MOODY ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF SOUTH LEE STREET AND EAST KENTUCKY AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION (DEVELOPMENT SERVICES)

Purpose:

The applicant, KEA Builders, LLC is requesting to rezone the property located at 310 S. Lee Street, to construct a new home.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the city

Discussion:

Surrounding Land and Uses:

The properties to the north, east, and west are zoned RR, Regional Retail District, and are the locations of residential homes and vacant lots. The property to the south across E. Kentucky Avenue is zoned MF22, Multi-Family Dwelling District, and the location of a residential home.

Analysis:

The property is located at 310 S. Lee Street and is currently vacant. The applicant is requesting this zone change to construct a single-family home at the property.

Per the previous zoning ordinance, single-family detached dwellings were allowed within this zoning district. As of July 1, 2019, the new zoning ordinance does not allow the use of single-family detached dwellings within the RR, Regional Retail District.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No objections.

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2017 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

Engineering: (Approved)

No objections to zoning/zone change.

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

Code: (Approved)

No Oil and Gas issues

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations.

No objection to zone change.

Planning:

This proposed development fits with chapter 3, An Integrated Land Use Vision, “Future Land Use Map” of the Tall City Tomorrow comprehensive plan as this area is called for Urban Residential-Medium. This designation calls for a mix of housing types, including single-family and townhomes. As the surrounding lots consist of vacant lots and residences, this zone change will follow the existing characteristics of the surrounding neighborhood and provide additional housing for residents of the City of Midland.

This request has been recommended for approval by a unanimous vote at the April 5, 2021 Planning and Zoning Commission meeting.

Staff recommends approval of this zone change from RR, Regional Retail District to SF-3, Single Family Dwelling District, subject to condition A.

Condition:

A. That the use and development of the property shall conform to the regulations of the SF-3, Single-Family Dwelling District.

Letters of Objection:

Staff has not received any objections as of April 21, 2021.

Attachments:

Application
Site Plan (Exhibit A)
Maps

Robert Patrick

City Manager’s Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 6, BLOCK 44, MOODY ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT TO SF-3, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF SOUTH LEE STREET AND EAST KENTUCKY AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS ($2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lot 6, Block 44, Moody Addition, City and County of Midland, Texas (the "Property") to SF-3, Single-Family Dwelling District, as set out hereinafter;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from RR, Regional Retail District to SF-3, Single-Family Dwelling District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances

inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars ($2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council member _____, on the _____ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

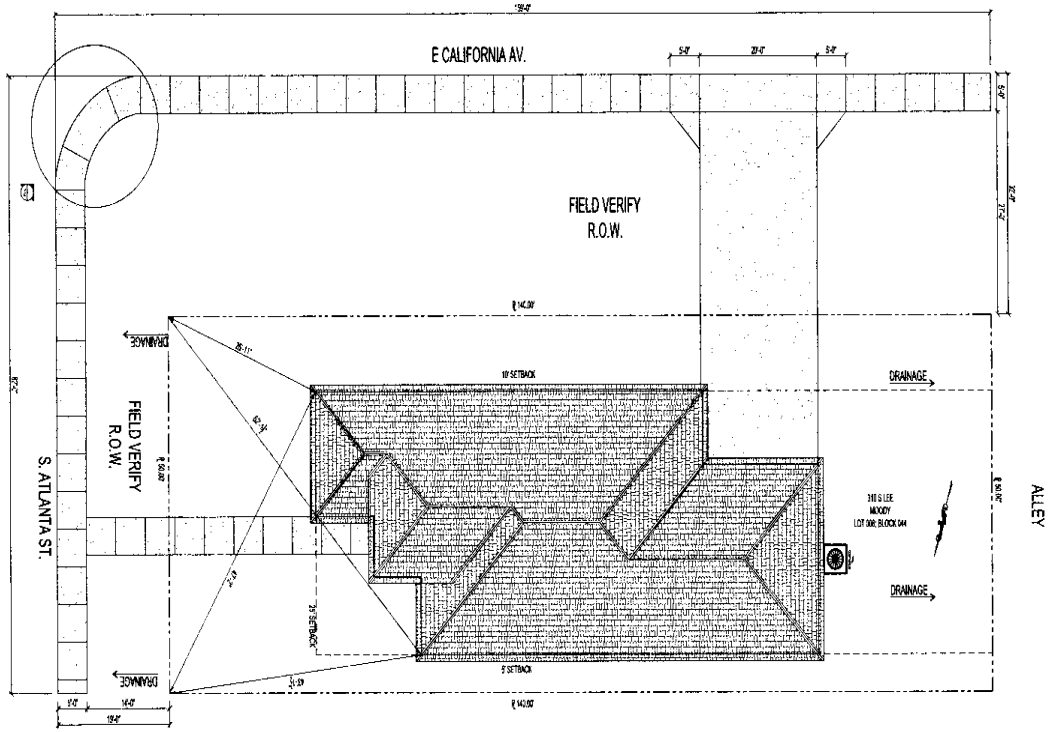
_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney



A C-1.0 SITE PLAN
SCALE: 1/8" = 1'-0"

1. DRIVEWAY DETAILS ON SHEET D-1.0

KEA
310 S LEE
MIDLAND, TEXAS
LOT 006, BLOCK 044
MOODY

April 27, 2021

31.7

No.	Revision/Issue	Date
1	FINAL PLANS	04/03/20

CHAD WALTERS
432-352-0788
CHAD@MIDLAND-DCI.COM
WWW.MIDLAND-DCI.COM

PROJECT NUMBER: 20182	
DRAWN BY:	DCI
CHECKED BY:	CW

C-1.0

PACKET

© 2019 MIDLAND DCI, LLC

MIDLAND Planning Division

Zone Change/Planned District Amendment/Site Plan Approval

Project Number: 2-21-0230

Case Number:

Applicant *(if acting as Agent, see affidavit on page 2)* Printed Name: Kea Builders LLC		Phone ( ) Email	
Address 713 W. Indiana	City Midland	State Ty	Zip 79701

Property Owner Printed Name: Kea Builders LLC		Phone ( ) Email	
Address 310 S. Lee St	City midland	State Ty	Zip 79701

Representative *(if different from Applicant or Property Owner)* Firm: Printed Name:		Phone ( ) Email	
Address	City	State	Zip

Street Address: 310 S. Lee St.

Legal Description
Lot: Block: Subdivision:

Current Zoning:	**Proposed Zone:** *(List by tracts if more than one district is requested)*

Reason for Zone Change Request:

Present Use of Property: New construction

Proposed Use of Property:

How would this zone change affect the public health, safety and welfare?

Describe how conditions affecting the property have changed since present zoning designation:

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

RECEIVED
MAR 15 2021
BY:

Signature *(by property owner only – authorized agent must sign affidavit below)*	
Applicant (signature): Merced Rico	Date: 3-15-21
Applicant (printed): merced Rico	
Property Owner (signature): Merced Rico	Date: 3-15-21
Property Owner (printed) : merced Rico	

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear_____who, being by me duly sworn, upon oath says: That (s)he is the owner of _____or authorized by_____, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

_____
Authorized Agent (*signature*)

Subscribed and sworn to before me, this_____day of_____, 20____, to certify which witness my hand and seal of office.

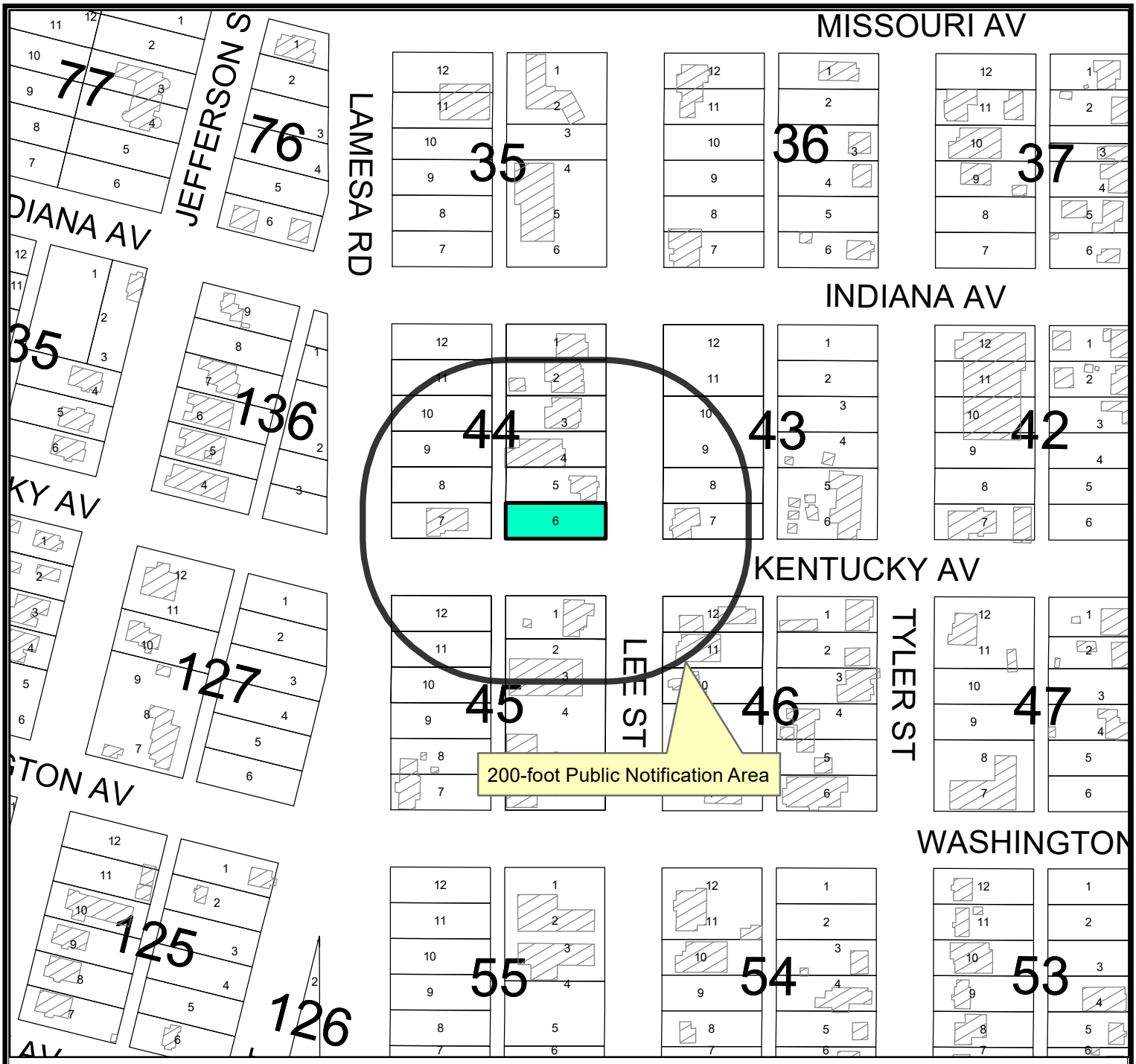
_____
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☐ Property Owner Authorization	☑ Dimensioned Site Plan
☑ Application Fee	☐ Plans in Digital Format (PDF/JPEG) get from Lily
Check # CC	
Received By: KM	Date:

RECEIVED
MAR 15 2021
BY: .....

Application will not be considered for scheduling until reviewed by a planner.



LOCATION MAP

Z-21-0230 **Scale: 1" = 200'**

Consider a request by KEA Builders, LLC for a zone change from RR, Regional Retail District to SF-3, Single-Family Dwelling District on Lot 6, Block 44, Moody Addition, City and County of Midland, Texas.

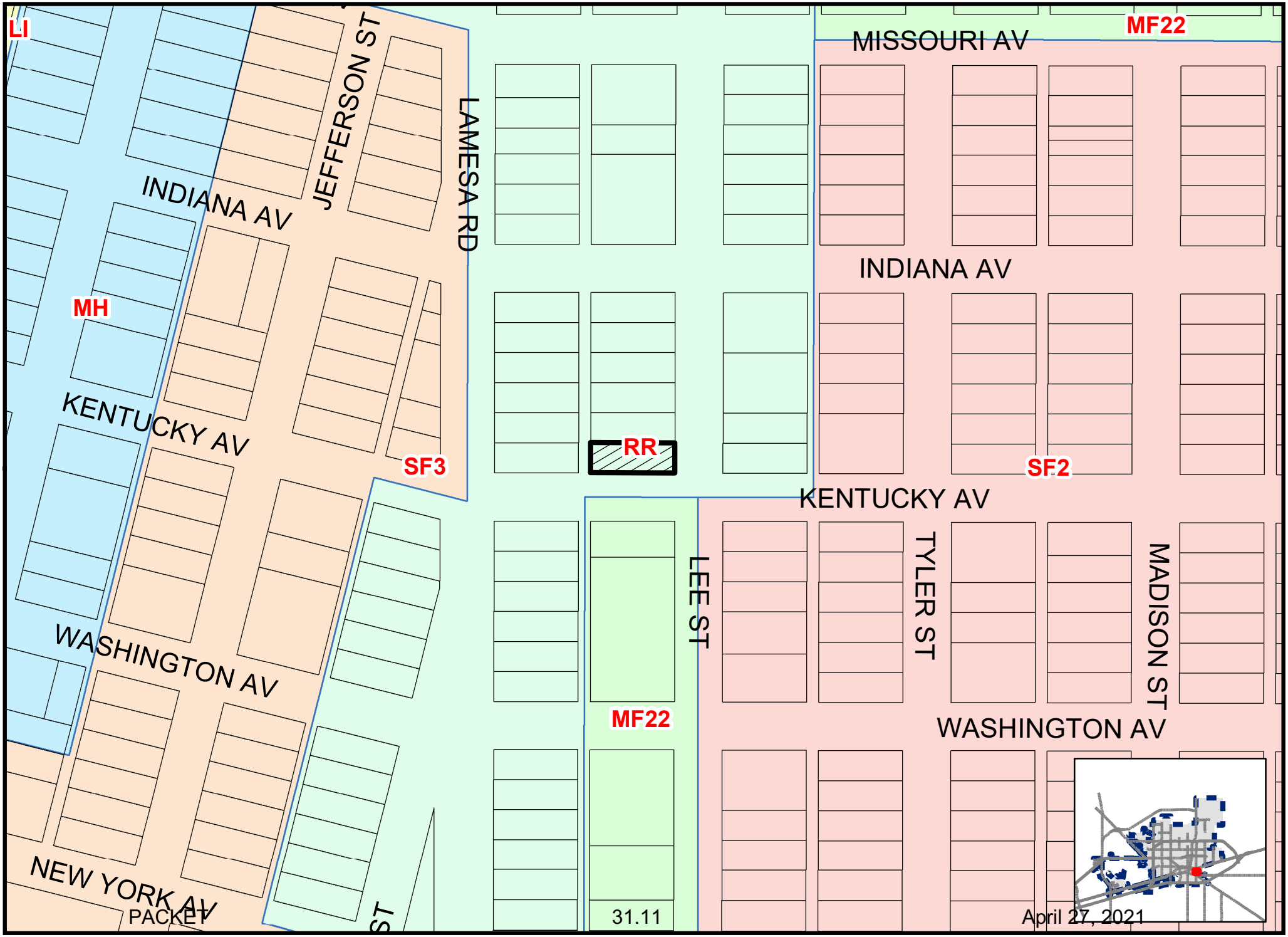
Generally located on the northwest corner of the intersection of S. Lee Street and E. Kentucky Avenue. (Council District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



April 27, 2021



Map By KM, 3/16/2021

Z-21-0230

Scale: 1" = 200'

ZONING MAP

© THE CITY OF MIDLAND - 2021: THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY PRODUCT, NOR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.




SIERRA





City Council Meeting

Item Number: 32

Meeting Date: April 27, 2021

To: City Council / City Manager

From: Mark Mason, Director

Subject: Discussion and consideration of all matters incident and related to approving and authorizing publication of notice of intention to issue certificates of obligation, including the adoption of a resolution pertaining thereto (FINANCE)

Purpose:

Approval of a resolution to authorize the publication of a notice of intention to issue certificates of obligation in an amount not to exceed $55 million for the purpose of financing the construction of the sewer facilities for the North East Utilities expansion in the amount of $30 million and improving parks and recreation facilities in an amount of $25 million.

Recommended City Council Action:

Approve

Fiscal Impact:

Total issuance size for the certificates of obligation bonds is an amount not to exceed $55 million with an expected debt service from net revenues of the water and sewer utility system of approximately $1.93 million per year for 20 years and an expected debt service from the ad valorem taxes of approximately $1.61 million per year for 20 years.

Discussion:

On November 17, 2020, the City Council approved Resolution 2020-179 Reimbursement resolution in the amount of $60 million for the purpose of reimbursing the City for any expenditures undertaken for the design and engineering associated with the sewer facilities for the Northeast Utility Expansion and certain parks and recreation improvements such as the Implementation of the Parks & Recreation Master Plan, replacing irrigation and turf at four parks facilities, and converting two turf fields to artificial turf. The expected break down for

both projects is $30 million of the North East Utilities and $25 million for the three parks projects representing $10 million for Implementation of the Parks & Recreation Master Plan, $13 million for the turf and irrigation pilot project at four parks and $2 million of the conversion of two turf fields to artificial turf.



City Manager's Office

RESOLUTION NO. 2021 - ___

A RESOLUTION APPROVING AND AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE SERIES 2021 CERTIFICATES OF OBLIGATION IN AN AMOUNT NOT TO EXCEED FIFTY-FIVE MILLION AND NO/100 DOLLARS ($55,000,000.00)

WHEREAS, the City Council of the City of Midland, Texas (the "City"), has determined that certificates of obligation should be issued under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271, as amended, for the purposes of (i) acquiring, constructing, improving and equipping park and recreation facilities and structures, (ii) improving and extending the City's water system and wastewater system and (iii) paying professional services rendered in connection therewith; and

WHEREAS, prior to the issuance of such certificates, the City Council is required to publish notice of its intention to issue the same in a newspaper of general circulation in the City and on the City's website, said notice stating (i) the time and place the Council tentatively proposes to pass the ordinance authorizing the issuance of the certificates, (ii) the maximum amount proposed to be issued, (iii) the purposes for which the certificates are to be issued and (iv) the manner in which the Council proposes to pay the certificates;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That the City Secretary is hereby authorized and directed to cause notice to be published of the Council's intention to issue certificates of obligation in the principal amount not to exceed FIFTY-FIVE MILLION DOLLARS ($55,000,000), in one or more series,

for the purpose of paying contractual obligations to be incurred for (i) acquiring, constructing, improving and equipping park and recreation facilities and structures, (ii) improving and extending the City's water system and wastewater system and (iii) paying professional services rendered in connection therewith, such certificates to be payable from ad valorem taxes and a limited pledge of the net revenues of the City's water and sewer system. The notice hereby approved and authorized to be published shall read substantially in the form and content of **Exhibit A** hereto attached and incorporated herein by reference as a part of this resolution for all purposes.

SECTION TWO. That the City Secretary shall cause the aforesaid notice to be (i) published in a newspaper of general circulation in the City, once a week for two consecutive weeks, the date of the first publication to be at least forty-six (46) days prior to the date stated therein for the passage of the ordinance authorizing the issuance of the certificates of obligation and (ii) posted continuously on the City's website for at least forty-five (45) days before the date stated therein for the passage of the ordinance authorizing the issuance of the Certificates.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the 27th day of April, A.D., 2021, by the following vote:

Council members voting "AYE": _____

Council members voting "NAY": _____

Patrick Payton, Mayor

ATTEST:

Amy M. Turner, City Secretary

RECOMMENDED AND APPROVED:

Robert Patrick, Interim City Manager

APPROVED AS TO FORM:

John Ohnemiller, City Attorney

EXHIBIT A

NOTICE OF INTENTION TO ISSUE
CITY OF MIDLAND, TEXAS
CERTIFICATES OF OBLIGATION

TAKE NOTICE that the City Council of the City of Midland, Texas, shall convene at 10:00 A.M. on June 22, 2021, at Midland City Hall at 300 N. Loraine, Midland, Texas, and, during such meeting, the City Council will consider the passage of an ordinance authorizing the issuance of certificates of obligation in an amount not to exceed FIFTY-FIVE MILLION DOLLARS ($55,000,000) for the purpose of paying contractual obligations to be incurred for (i) acquiring, constructing, improving and equipping park and recreation facilities and structures, (ii) improving and extending the City's water system and wastewater system and (iii) paying professional services rendered in connection therewith, such certificates to be payable from ad valorem taxes and a limited pledge of the net revenues of the City's water and sewer system. In accordance with Texas Local Government Code Section 271.049 (i) the current principal amount of all of the City's outstanding public securities secured by and payable from ad valorem taxes is $209,145,000; (ii) the current combined principal and interest required to pay all of the City's outstanding public securities secured by and payable from ad valorem taxes on time and in full is $303,076,755.87; (iii) the estimated combined principal and interest required to pay the certificates of obligation to be authorized on time and in full is $77,378,750; (iv) the maximum interest rate for the certificates may not exceed the maximum legal interest rate; and (v) the maximum maturity date of the certificates to be authorized is March 1, 2042. The certificates are to be issued and this notice is given under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271, as amended.

Amy M. Turner
City Secretary
City of Midland, Texas

City Council Meeting

Item Number: 33

Meeting Date: April 27, 2021

To: City Council / City Manager

From: Michael Pacelli, City Traffic Engineer

Subject: AN ORDINANCE ADOPTING AN ACCESS MANAGEMENT POLICY AND AMENDING TITLE IX, "PUBLIC WAYS AND PROPERTY", CHAPTER 4, "SIDEWALKS, DRIVEWAYS AND CURBING", OF THE CITY CODE OF MIDLAND, TEXAS, SO AS TO REVISE THE SPECIFICATIONS CONTAINED THEREIN AND TO INCORPORATE THE ACCESS MANAGEMENT POLICY; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; ESTABLISHING AN EFFECTIVE DATE OF JUNE 1, 2021; AND ORDERING PUBLICATION (ENGINEERING SERVICES)

Purpose:

To adopt an Access Management Policy intended to manage vehicular access to the public roadway network from developed land in the City of Midland in a manner that provides reasonable access for residents and business owners, while also preserving the mobility, safety and capacity of the roadway network.

Recommended City Council Action:

Approve

Fiscal Impact:

There is no direct fiscal impact to the City.

Discussion:

The proposed Access Management Policy specifically replaces a portion of the existing City Code (Section 9-4) regarding driveway access and related engineering design standards. The Policy incorporates and updates existing driveway standards, establishes new requirements for some items not covered in the current Code, formalizes requirements for access to state highways, documents the existing access approval process (no changes), establishes conditions for deviations below minimum standards, and defines an appeals process.

The Policy is intended to manage access to public roadways in a way that provides reasonable access for residents and business owners, while also preserving the mobility, safety and capacity of the roadway network. This requires a balance of needs between business and property owners that desire easy customer access, and the travelling public that desires safe and efficient roadways for moving traffic throughout the City. The primary goal of adopting this Policy is to resolve potential safety and operational issues early, while new development is still in the planning and design stages.

It must be emphasized that this Policy only addresses requests made by developers or property owners for new or modified access to public roadways. The addition of any raised medians, turn restrictions, or similar access changes that may be considered by the City independent of such an access request must always be coordinated with the owners of any developed properties that would be impacted, either individually or through a broader public input process. This Policy does not provide authorization for any access management changes to be implemented without such advance coordination.

City Council was briefed on this Policy on June 23, 2020.

Staff recommends approval.

Robert Patrick

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE ADOPTING AN ACCESS MANAGEMENT POLICY AND AMENDING TITLE IX, "PUBLIC WAYS AND PROPERTY", CHAPTER 4, "SIDEWALKS, DRIVEWAYS AND CURBING", OF THE CITY CODE OF MIDLAND, TEXAS, SO AS TO REVISE THE SPECIFICATIONS CONTAINED THEREIN AND TO INCORPORATE THE ACCESS MANAGEMENT POLICY; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; ESTABLISHING AN EFFECTIVE DATE OF JUNE 1, 2021; AND ORDERING PUBLICATION

WHEREAS, the City Council finds it to be in the public interest to adopt an access management policy and amend Title IX, "Public Ways and Property", Chapter 4, "Sidewalks, Driveways and Curbing," of the City Code of Midland, Texas, so as to revise the specifications contained therein and to incorporate the access management policy;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS:

SECTION ONE. That Exhibit "A", which is attached hereto and incorporated herein for all purposes, is hereby adopted as the City of Midland's access management policy.

SECTION TWO. That the Midland City Code Title IX, "Public Ways and Property", Chapter 4, "Sidewalks, Driveways and Curbing," of the City Code of Midland, Texas, is hereby amended and shall read in its entirety as follows:

9-4-1. Permits and specifications.

It shall be unlawful for any person to construct, reconstruct, alter, repair, remove or replace any sidewalk, driveway or curbing on any public property within the City without holding a valid permit from the City for said work, approved by the Director of Engineering Services of the City, or said Director's designee, and all such persons shall construct, reconstruct, alter, repair, remove or replace such sidewalk, driveway or curbing under the direction and supervision of the Director of Engineering Services and in accordance with plans and specifications provided by or approved by the Director of Engineering Services, which plans and specifications shall conform to the following requirements, except as otherwise provided:

(A) The locations where sidewalks shall be constructed and the required widths shall be as follows:

1. *Arterial streets.* Along arterial streets as defined by Title XI, Chapter 2, of the Midland City Code: Within the street right-of-way and

adjacent and parallel to the boundary of the said right-of-way, except as otherwise provided herein.

2. *Other streets.* Along all streets other than arterial streets: Abutting the outside edge of the street curb, except as otherwise provided herein.

3. *Exceptions.* The following exceptions shall apply to the locations specified in paragraphs 1 and 2 above:

   (a) *No street curb.* Where a standard street curb does not exist, the sidewalk shall be located as specified in paragraph 1 above, regardless of the street classification.

   (b) *Narrow parkway.* Where a standard street curb exists, and the width of the parkway, which is the area between the outside edge of said curb and the boundary of the street right-of-way, is equal to or less than 6½ feet, the sidewalk shall be located abutting the outside edge of the curb.

   (c) *Existing sidewalks.* In those cases where sidewalks exist along one side of a street within the block, new sidewalks shall then be constructed in line with those existing sidewalks.

   (d) *Street beautification.* On Wall Street, between "A" Street and Andrews Highway, in order to protect and accommodate the trees planted as part of an environmental beautification program, the Director of Engineering Services may, when he deems it necessary, permit the sidewalk to be constructed adjacent to the right-of-way line, sometimes referred to as the property line, regardless of other requirements specified herein.

   (e) *City parks.* The provisions of this subsection shall not apply to sidewalks constructed within City parks except to the extent that the outer edge of the sidewalk shall not be constructed or located at any point more than ten feet from the right-of-way line, sometimes referred to as the property line.

   (f) *Existing utilities.* The Director of Engineering Services may, when he deems necessary, permit the sidewalk to be located with the outer edge abutting upon and parallel with the curbline when he determines that one or more public utility lines were constructed in a location to accommodate a sidewalk in a different location from that specified herein, but which would have conformed to the Code requirements in effect at the time said utilities were installed.

   (g) *Developer's option.* A developer of a subdivision may elect to locate the sidewalks along all streets other than arterial streets, within his subdivision, as required for arterial streets by showing

the sidewalks on the appropriate construction plans submitted to the City.

4. *Required width.* When a sidewalk is located along an arterial street, or along any other street and abutting or within 1½ feet of the street curb or pavement edge, the minimum required width shall be six feet. A sidewalk otherwise located within the right-of-way of a street shall have a minimum required width of five feet. Adjacent to business properties, where a building is constructed on the street right-of-way line and the distance from the street curb or pavement edge to the street right-of-way line is ten feet or less, the sidewalk shall be continuous and unbroken from the street curb or pavement edge to the right-of-way line.

(B) *Materials.* All sidewalks shall be constructed of concrete, asphaltic concrete, brick, exposed aggregate concrete, tile, stone, or terrazzo.

(C) *Thickness.* All sidewalks shall be constructed to a minimum thickness of four inches. Alley and driveway approaches, as well as pedestrian ramps at intersections, shall have a minimum thickness of six inches.

(D) *Slope.* All sidewalks shall be constructed with a maximum fall of one-fourth inch per foot toward the street pavement unless otherwise established by the Director of Engineering Services, depending upon local grade conditions. Pedestrian ramps shall have a maximum slope of one inch per foot (8.3 percent).

(E) *Joints.* Transverse expansion joints one-half inch in thickness, and extending the full width of the concrete slab, shall be provided at intervals not more than 30 feet apart. These joints must be the full depth of the concrete and shall be well filled with a satisfactory filler approved by the Director of Engineering Services.

(F) *Surface finish.* The finish on the surface of the concrete sidewalks shall be monolithic with the slab and shall be such that it does not present a hazardous condition when dry. The marking of the top of the sidewalk slab must be done with a specially devised marking tool. The transverse marking must cut through at least one-half the depth of the slab and shall be spaced so that the distance between each of these transverse markings is equal to the width of the sidewalk. The marking shall be done after the slab has set sufficiently so that the concrete will not flow. The exposed edges of all concrete shall be neatly finished with a special edging tool. The contractor shall employ adequate measures to protect work from the action of the sun, cold and wind until the same has thoroughly hardened and set.

(G) *Width variation.* In case it is necessary to construct a sidewalk wider or narrower than the above requirements, upon a showing to the Director of Engineering Services that such special construction is necessary and at the same time the sidewalk affords adequate and safe facilities for pedestrian

traffic, then the Director of Engineering Services may approve a permit for the construction of such narrower or wider sidewalk, as the case may be.

(H) *Mailbox locations.* If a mailbox is installed within a sidewalk adjacent to the curb, the device may occupy only one foot of the sidewalk width, directly behind the curb, and a minimum of three feet of passable width of sidewalk must remain unobstructed. The mailbox and its support may not present or be a hazard to the passage of a vehicle.

(I) *Accessibility.* All work described in this Chapter shall be performed in accordance with applicable laws, rules and regulations regarding accessibility for persons with disabilities.

(J) *Traffic control.* It shall be the responsibility of a person performing work described in this Chapter to ensure that pedestrian and vehicular traffic is properly protected in and around the work area through the use of temporary traffic control signs, barricades, and other devices appropriate to the scope and nature of the work. A traffic control plan shall be submitted to and approved by the Director of Engineering Services or said Director's designee prior to the placement of traffic control devices in public right-of-way.

9-4-2. Permit Fee.

A fee in accordance with the Fee Schedule approved by the City Council, as may be amended, shall be paid before a permit can be secured under the provisions of this Chapter, which shall partially cover the costs to the City for processing and reviewing the permit application and making the necessary inspections of the work.

9-4-3. Notice to water, sewer, light and gas companies.

It shall be the duty of any owner, agent or contractor, before construction, reconstruction, repairing or moving of any sidewalk, driveway or curbing along and abutting on the property of such owner or over which such agent has control or in front of which such contractor intends to make such construction, repairing or moving, to notify in writing the water, sewer and light and gas companies of any such intention to construct, reconstruct, repair or remove such sidewalk, driveway or curbing, within a reasonable time before such work shall begin, in order that all water, gas, light and sewer pipes and connections may be properly placed before the sidewalk, driveway or curbing is constructed or repaired.

9-4-4. Gutters to be kept open.

Any person constructing, reconstructing, repairing or removing any sidewalk, driveway or curbing shall, during the time that such work of construction, reconstruction, repairing or moving is going on, keep all gutters open so as not to interfere with their drainage and shall remove from the work, or from in or about such work, upon completion of the work, all building material or other accumulation of debris that may be in and around such sidewalk, driveway and curbing by reason of the construction, reconstruction, repairing or moving of the same.

9-4-5. Driveway location, width and permit requirements.

(A) *Definitions.* For purposes of this Section:

1. *Access management policy* means the access management policy that has been adopted by the City Council, as may be amended.

2. *Arterial street* means a street designated as a state highway by the highway department or street designated as a primary or secondary arterial on the most recent major street plan or thoroughfare plan adopted by the City Council.

2. *Commercial driveway* means any driveway not serving a one- or two-family residence.

3. *Corner of an intersection* means the intersection of the projected line of the face of the existing or proposed curbs abutting the property.

4. *Curb cut* means the area between the points where the curb is removed or omitted, including any flares or radii.

5. *Driveway center* means the centerline of the driveway perpendicular to the street, measured at the property line.

6. *Full movement driveway* means a driveway where turns out of or into the property are allowed in both directions.

7. *Highway department* means the Texas Department of Transportation or its successor department or agency.

8. *Other street* means any street not defined as an arterial street; provided, however, that an alley is excluded from this definition.

9. *Plat restriction* means any driveway restriction on an existing plat.

10. *Property corner* means the intersection of the projected line of the property line parallel to the adjacent streets. This may or may not be an actual property corner on a plat.

11. *Right in, right out movement driveway* means a driveway where turning movements are restricted so only a right turn into the property or a right turn out of the property is allowed.

12. *Site plan* means a scaled plan of the property showing in detail property lines, curbline or edge of adjacent streets, alleys, off-street parking, buildings or structures including vehicular access doorways or docks on the lot, and all existing and proposed curb cuts.

(B) *Permit required.* A driveway permit shall be obtained from the Development Services Department before any person removes, alters, or constructs any curb, approach or gutter on any public property. A site plan must be submitted and

approved by the Director of Engineering Services or his authorized representative before a driveway permit will be issued.

(C) *Construction standards.* All driveways and curb cuts shall be constructed in accordance with design standards and specifications prepared by the Engineering Services Department.

(D) *Access design standards.* Access to property shall conform to the access management policy.

(E) *Appeals.* A property owner contesting any disapproval or interpretation or application of any regulation of this Section directly or by delegation of authority shall have the right to appeal such ruling or decision in accordance with the appeal procedures set out in the access management policy.

9-4-6. Conformance to established grade.

It shall be the duty of the owner of any lot or any real estate of any kind within the limits of the City, in front of or along which a sidewalk, driveway or curbing is to be constructed, reconstructed, repaired or moved, to conform to the sidewalk abutting upon such property, and lying between such property line and the property curbline in such street, to the grade established by the City, by cutting down or filling up the same, as may be necessary, so as to conform to such grade, and the owner shall pay all costs and expenses of the same.

9-4-7. Changing grade.

The City hereby expressly reserves the right, when putting down a permanent street pavement, either by original construction or reconstruction, to change or alter the lines or grades of the street, when in the opinion of the Council such change is necessary for the proper pavement or drainage of the street, and without liability on the part of the City by reason of such change. In the event that a sidewalk, driveway or curbing, the line or grade of which is changed, is in good condition and does not, in the opinion of the Council, require entire reconstruction, the owner thereof shall be given 30 days' notice to remove the curbing, or to break the sidewalk or driveway back to a point fixed by the Director of Engineering Services, and to remove the broken portion and reconstruct such portion to the line and grade determined by the Director of Engineering Services, at the cost of the abutting owner. In the event the owner shall fail or refuse to obey the order of the Council, he shall be guilty of a misdemeanor and the Council shall have the right to have such breaking and reconstructing to the grade of the sidewalk, driveway or curbing done by the paving contractor, or other person, at the expense of the abutting owner.

9-4-8. Curb construction when driveway abandoned.

Whenever any curb is removed, or when no curb has been constructed in order to provide a driveway, and the use of such driveway is at any time abandoned and not used for ingress and egress to the abutting property, it shall be the duty of the property owner of such abutting property to restore or construct the proper and necessary curb according to the plans and specifications furnished such person by the Director of Engineering Services. Any person allowing any of the conditions, as above set forth in this Section, to continue after 30

days' notice from the Director of Engineering Services shall be guilty of allowing a public nuisance to continue.

9-4-9. Repairs.

It shall be the duty of the owner of any property abutting upon any defective, unsafe or hazardous sidewalk, parkway, driveway or curb to repair the same at his own cost and expense. It shall be the duty of the Director of Engineering Services of the City, if in his opinion any sidewalk is defective, unsafe or hazardous, to inform the owner of the property abutting upon such sidewalk to make the necessary repairs to the sidewalk within 30 days of the date of his notice. Such repairs are to be made in accordance with plans and specifications submitted to the property owner by the Director of Engineering Services.

9-4-10. Bond.

Any person desiring to construct, reconstruct, repair or remove any sidewalk, driveway, or curbing within the public rights-of-way within the limits of the City shall, before entering upon such work, file with the Building Official a bond in favor of the City, in the penal sum of $10,000.00, which bond shall be approved by the City Attorney as to form, conditioned that all sidewalks, driveways, or curbing which are to be constructed, reconstructed, repaired, or removed by such person during the time for which the bond is written shall be done and completed in accordance with all the provisions of this Code relating thereto. That bond shall be further conditioned that the quality of materials used in the construction of all such sidewalks, driveways, or curbing shall be such as is prescribed by this Code and shall withstand the ordinary wear and tear of traffic without deterioration for a term of two years from the completion thereof. That bond shall further be conditioned that the City shall be saved free and harmless for any and all losses, damages, judgments or decrees that the City may sustain or be subjected to, directly or indirectly, by reason of any faulty construction, reconstruction, repair, or removing of such sidewalks, driveways, or curbing, or any work connected therewith, or for the failure of such obligor, his agents or employees to guard and light properly all openings and obstructions that may be made or placed in the street or where the work is to be done during the time of construction. The bond shall further be conditioned that the obligor upon the completion of each sidewalk, driveway, or curbing shall remove all building materials and accumulation of debris from the street in which any such edifice is built when such matter is arising through or connected with such construction. The City Attorney is authorized to bring suit in the name of the City against the obligor and surety of such bond upon default of its terms.

9-4-11. Establishing grade.

In those cases where the street, curb, and gutter have not been constructed in place when application is made for a permit as provided in Section 9-4-1 of this Chapter, the City Engineer shall establish the location and grade of such street, curb and gutter. Excavation shall be done to line and grade as established by the City engineer and all excess excavated material shall be removed from the right-of-way dedicated to street purposes. Before placement of concrete, the subgrade shall be wetted and tamped to secure a firm foundation.

No excavation shall be done, no construction shall be commenced, and no material shall be placed for any such work in any public street or public place until a permit for such

work has been obtained from the Director of Engineering Services, nor until stakes or lines and grades for such work have been given by the City Engineer. Contractors or other persons in charge of such work will be required to protect both line and grade stakes; and after same have been set, any errors in lines or grades caused by the stakes having been raised, lowered or otherwise changed or lost will be charged against the contractor or other person in charge of such work, and he shall be required to correct such mistakes at his own cost and expense.

SECTION THREE. That the provisions of any ordinance which are inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. That the City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

SECTION SIX. That this ordinance shall become effective on June 1, 2021.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2021; and passed to second reading on motion of Council member _____, seconded by Council member _____, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member _____, seconded by Council

member _____, on the _____ day of _____, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2021.

_____
Patrick N. Payton, Mayor

ATTEST:

_____
Amy M. Turner, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

_____
Jose Ortiz, Engineering Services Director

APPROVED ONLY AS TO FORM:

_____
John Ohnemiller, City Attorney

ACCESS MANAGEMENT POLICY

June 2021

City of Midland
Engineering Services Department
Traffic Operations Division
300 N. Loraine
Midland, Texas 79701

EXHIBIT "A"

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1 Introduction

1.1 Purpose of Policy

This Policy is intended to manage vehicular access to the public roadway network from developed land in the City of Midland in a manner that provides reasonable access for residents and business owners, while also preserving the mobility, safety and capacity of the roadway network. The standards and practices included in this Policy are based on past city ordinances, as well as state and national engineering standards and access management guidelines.

1.2 What is Access Management

As per the Transportation Research Board's *Access Management Manual* [1]:

> *Access management is the coordinated planning, regulation, and design of access between roadways and land development. It encompasses a range of methods that promote the efficient and safe movement of people and goods by reducing conflicts on the roadway system and at its interface with other modes of travel.*

Some key components of access management include:

- Designing access points to minimize conflicts at site entries,
- Using median treatments to reduce interactions between left-turning vehicles and through traffic,
- Providing left-turn and right-turn lanes to separate slower moving turning vehicles from through traffic,
- Locating traffic signals to provide for improved signal coordination and efficient traffic progression, and
- Restricting driveways near traffic signals to reduce intersection crashes.

1.3 Benefits of Access Management

Sound access management creates benefits in safety, traffic operations, economics, land use, and the environment, as described in the following paragraphs.

1.3.1 Safety

There are two main components of access management that improve the safety of the roadway corridor on which they are applied: access density and turn lanes/medians.

One goal of this Policy, and most access management programs, is to reduce the number of access points on a roadway through improved site layouts, relocation of access to lower classification streets, and consolidation of the number of access points. Numerous studies have shown that crash rates on roadways increase as the density of access points increases. This is illustrated in Table 1 below.

[1] *Access Management Manual, Second Edition*. Transportation Research Board of the National Academies, Washington, D.C., 2014.

Table 1. Representative Crash Rates by Access Density and Median Type [2]

Total Access Points Per Mile	Crash Rate (crashes per million vehicle-miles travelled)		
	Undivided	TWLTL†	Non-traversable Median
≤ 20	3.8	3.4	2.9
20.01 – 40	7.3	5.9	5.1
40.01 – 60	9.4	7.9	6.8
> 60	10.6	9.2	8.2

† *Two-way left turn lane*

The use of turn lanes and medians is also a major component of access management. Studies conducted nationwide over many decades have consistently shown that undivided roadways without turn lanes have the highest crash rates. The addition of a two-way left turn lane (TWLTL) to separate left-turn traffic from through traffic helps to improve the safety of the corridor, but does not address the conflicts with turning vehicles. As shown in Figure 1, a full access driveway has nearly twice as many potential points of conflict as a driveway that allows three of the four movements, but restricts the left-turn out of the site. Overall, left turn movements (entering and exiting) account for three-quarters of all driveway related crashes. The addition of a non-traversable (raised) center median to limit these conflicts, when designed to reasonably redirect turning movements to more appropriate locations, results in the lowest overall crash rate.

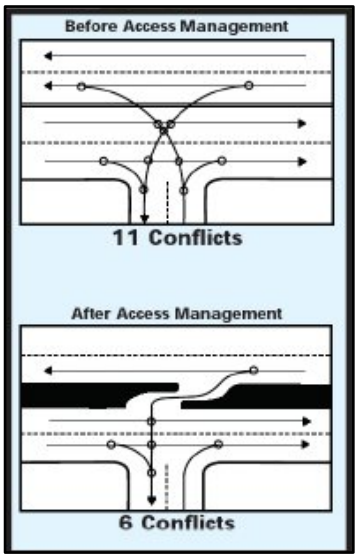


Figure 1.
Conflict Points at a Driveway

1.3.2 Traffic Operations

Increases in the number of access points and traffic signals along a corridor result in lower travel speeds, longer travel times, and increased overall delay. A summary of the reduction in free-flow travel speeds along roadway corridors due to a higher density of access points compiled from national studies is shown in Table 2 below.

Table 2. Access Points and Free-Flow Speed [3]

Access Points per Mile	Reduction in Free-Flow Speed (mph)
0	0.0
10	2.5
20	5.0
30	7.5
≥ 40	10.0

[2] *Access Management Manual, Second Edition*. Transportation Research Board of the National Academies, Washington, D.C., 2014.
[3] *Access Management Manual, Second Edition*. Transportation Research Board of the National Academies, Washington, D.C., 2014.

1.3.3 Economics

Although some business owners have pre-conceived notions that *any* restrictions to site access will be harmful to their business, this is not supported by extensive before-and-after studies that have been done with median installation and access management projects around the country. The Federal Highway Administration states:

> *Studies of the business impacts of access management projects in Florida, Iowa, Minnesota, Kansas and Texas have consistently found that most businesses continue to do well when the project is completed. These results are particularly true for destination businesses. However, most drive-by oriented businesses are not unduly affected either.*[4]

In related studies:

> *"Before and after" studies of businesses in Florida, Iowa, Minnesota, and Texas along highways where access has been managed found that the vast majority of businesses do as well or better after the access management projects are completed. The turnover rate (the proportion of businesses that close or move out each year) of businesses in Iowa and Minnesota was studied along newly access-managed corridors and was similar to or lower than that of the surrounding area.*[5]

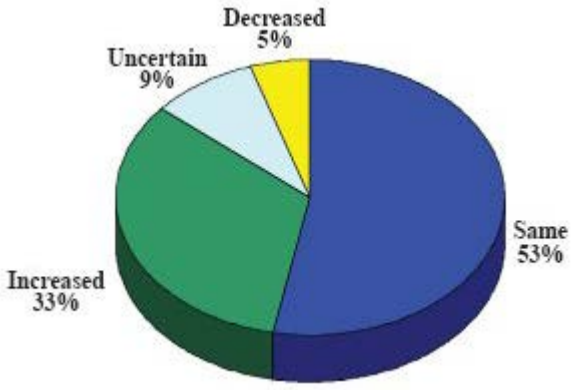


Figure 2. Business Owners' Reported Before-vs-After Sales Comparison [6]

Another economic concern of property owners regarding access management is the potential impact on property values. In general, most studies on this subject have found that property values are more a function of location and the local economy, rather than changes to access. Studies have repeatedly shown that most property values are unchanged following a new access management project, or that property values have increased. Although there may be some minor inconvenience associated with certain types of access restrictions, this is more than offset by the improved mobility and traffic flow in the corridor, as well as reduced crash rates and driver stress in trying negotiate difficult and potentially dangerous left-turns to enter or exit businesses during peak periods.

[4] *Safe Access is Good for Business*, Federal Highway Administration, Pub. FHWA-HOP-06-107, Aug. 2006.
[5] *Safe Access is Good for Business*, Federal Highway Administration, Pub. FHWA-HOP-06-107, Aug. 2006.
[6] *Safe Access is Good for Business*, Federal Highway Administration, Pub. FHWA-HOP-06-107, Aug. 2006.

1.3.4 Land Use

A well-regulated access management program promotes more coordinated development along a corridor, with the potential for improved compatibility between adjacent land uses. In this manner, interconnected uses can feed off the customer traffic generated by adjacent businesses.

Reducing the number of driveways and locating them in safer locations also enhances aesthetics and presents a more pleasing, customer-friendly image of the development. The Urban Land Institute's *Shopping Center Development Handbook* states that "poorly designed entrances and exits not only present a traffic hazard but also cause congestion that can create a negative image of the center".[7]

1.3.5 Environment

Reductions in delay and travel time along corridors with well-managed access also mean less congestion, less idling of vehicles, and reduced fuel consumption and emissions.

1.4 Applicability of Policy

This Policy regulates vehicular access to all public roadways and alleys within the City of Midland, including city streets, state highways, and federal interstates. Vehicular access includes connections to public roadways from other public roadways, private roadways, alleys, and all types of residential and commercial driveways.

The City does not directly regulate access to private roadways, although other building, zoning or fire code issues may exist.

1.5 Conflicts and Revisions

While efforts have been made to ensure that this Policy does not conflict with city codes, zoning regulations, subdivision policies, engineering design standards, or other city, county, or state planning and design regulations or documents, there may be occasions where discrepancies between these policies exist. In such cases, the most recently adopted policy should apply.

2 Roadway Classification and Jurisdiction

2.1 Functional Classification

Roadways are generally classified by the function that they are intended to serve, and access design standards vary depending on these classifications.

- **Highways** – State highways provide for regional traffic circulation and are designed for high speeds and heavy volumes. These highways are typically limited access, with restrictions on the locations of driveways to adjacent properties, in order to preserve the safety and efficiency of traffic flow. Examples include Interstate 20, Loop 250 and SH 191.
- **Arterials** – These larger streets are meant to provide connections for traffic moving within the city, and typically move higher volumes of traffic at higher speeds, while also providing reasonable access to adjacent properties. Examples include smaller state highways such as Andrews Highway and Big Spring Street, as well as city roads like Midkiff Road and Wadley Avenue.

[7] *Access Management Manual, Second Edition*. Transportation Research Board of the National Academies, Washington, D.C., 2014.

- **Collectors** – Medium-sized streets are meant to provide access for traffic in and out of neighborhoods, linking local streets with the surrounding arterial network. Collectors may be designed in various sizes, some with homes or businesses fronting directly on them, and some with more restricted access. Neely Avenue and Carver Street are examples in Midland.
- **Locals** – Local streets are the lowest classification of street and provide the highest level of access, with numerous driveways and on-street parking. The vast majority of streets in Midland are local streets.
- **Alleys** – Alleys provide local property access, service access (e.g., trash collection), and utility access (e.g., water, sewer, electric, telephone, etc.) to adjacent properties. There are relatively few restrictions on vehicular access to alleys, except as noted in Section 3.3.

Highways, arterials, and select collectors are illustrated on the City of Midland Thoroughfare Plan, which is a Council-adopted plan for existing and planned roadways within the city limits, as well as in the extra-territorial jurisdiction (ETJ).

Designs for the planned cross-sections (i.e., right-of-way width, number of lanes, width of pavement, etc.) of each class of roadway are shown in the latest Standard Details as published by the Engineering Services Department.

2.2 Agency Jurisdiction

Most roadways within the city limits are owned and operated by the City of Midland.

Most highways and some arterials within the city limits are owned by the State of Texas and operated by the Texas Department of Transportation (TxDOT). All roadways operated by TxDOT are generically referred to as “state highways”, regardless of the actual functional classification of the roadway. As per the Council-adopted *Municipal Maintenance Agreement* between the City and TxDOT, the City has permitting authority for access on all state highways within the city limits. City staff is the primary contact for such access and works in coordination with TxDOT during the review and approval process for access on state highways.

State highways are identified by state highway numbers, such as I-20, SH 191, FM 1788, BS 349, etc. Federal interstates (i.e., I-20), including the associated ramps and service roads, are operated by TxDOT and are considered to be state highways for the purpose of this Policy. Non-limited access state highways typically also have street names within the city limits, such as Andrews Highway, Big Spring Street, Cloverdale Road, etc. Since access design standards can vary significantly between city streets and state highways, it is important to verify the jurisdiction prior to designing access. Maps identifying state highways are available on the City’s website.

3 Access Design Standards

3.1 Residential Access (Single- and Two-Family Lots)

Residential access consists of driveways that serve single-family or two-family (duplex) dwellings. Other residential uses with three or more connected units, such as townhomes and apartments, are considered to be commercial for the purpose of this Policy.

3.1.1 Residential Driveway Spacing Requirements

Residential access spacing requirements are measured from the corner of an intersection to the nearest edge of the curb cut when measuring from an adjacent street intersection, or between the nearest edges of the curb cuts for adjacent alleys or driveways.

Figure 3. Residential Driveway Measurements

Direct vehicular access from a residential use to an arterial street or highway is prohibited, except as described in Section 4.4 of this Policy. Some neighborhoods may also have additional restrictions on access to other streets as described on their subdivision plat.

Driveways must be located such that the spacing criteria in all three of the tables below are satisfied.

Table 3 lists the minimum distance for curb cut placement from an adjacent intersection.

Table 3. Residential Driveway Curb Cut Distance from Intersection

Intersection Type	Distance for Curb Cut Placement (from corner of intersection)
Arterial Street / Other Street	Not Allowed / 60 ft
Other Street / Other Street	40 ft / 40 ft
Cul-de-sac† / Other Street	20 ft / 40 ft

†*On blocks where cul-de-sac streets end and traffic from the cul-de-sac street is regulated at the intersection by a stop sign.*

Table 4 lists the minimum distance for curb cut placement from an adjacent property line.

Table 4. Residential Driveway Curb Cut Distance from Property Line

Type of Property Line	Distance for Curb Cut Placement (from property line)
Property Line with Adjacent Parcel ‡	5 ft
Property Line with Alley Right-of-Way	10 ft

‡ *Unless a notarized letter signed by both property owners is submitted with the permit application and site plan documenting that both owners have no objection to the driveway placement, or a development plan for a group of residential properties is approved by the Planning and Zoning Commission or City Council.*

In some cases, two adjacent lots are proposed to have driveways that are closer to their common property line than the distance needed to allow for construction of the necessary pedestrian ramps and landings between the driveways. In such cases, it is permissible for the nearest edge of the throat of each driveway to be located at 5 ft from the property line, and for the pedestrian ramps and landings to be omitted on that side. Therefore, each driveway still has a pedestrian ramp on the outside, but the section between the driveways consists of a continuous laydown curb and sidewalk, 10 ft in length, with no ramps needed.

Table 5 lists the minimum distance between curb cuts for multiple driveways along one street located on the same parcel, or on lots which are developed as one single- or two-family dwelling. This includes circle driveways and similar types of connected driveways, as well as multiple independent driveways serving one property. If multiple driveways serving one property are to be located on different streets, then each street frontage is reviewed independently.

Table 5. Multiple Residential Driveway Curb Cut Spacing

Minimum Distance between Curb Cuts	
For Multiple Driveways (serving the same parcel or dwelling)	20 ft
For Driveways on Adjacent Parcels (serving separate parcels or dwellings)	None (See Table 4)

3.1.2 Residential Driveway Construction Details

Residential driveways shall be constructed in accordance with the appropriate standards in the latest edition of the Standard Details as published by the Engineering Services Department.

Driveways on streets with existing curb, or with new curb being constructed as part of the same project, shall include pedestrian ramps on both sides of the driveway approach. Ramps are required regardless of whether sidewalk is existing or planned in order to accommodate future sidewalk construction. Driveways on streets with no existing curb, and no curb planned as part of the same project, may omit the pedestrian ramps and shall include flares instead.

Driveways on streets with mountable (or roll-over) curb do not typically need to include flares or pedestrian ramps. However, all other design and spacing standards still apply.

3.1.3 Residential Driveway Width

The curb cut is measured as the distance between the outside edges of the vertical curb that must be removed to construct the driveway, including any required flares or pedestrian ramps. In most cases, the ramp length is five feet, so two ramps typically add ten feet to the length of the curb cut, and the remaining distance is the width of the throat.

The minimum width of a residential driveway throat shall be 10 feet.

In order to allow for improved access to the larger multi-bay garages that are becoming more common in modern homes, the maximum width of a residential driveway is directly tied to the size of the garage it serves, if the garage faces the street that the driveway is on and is within 75 ft of the curb.

The throat of the driveway may not exceed the width described in Table 6 below. These values are calculated as 12 feet per garage bay, plus an additional 12 feet for an adjacent parking pad when the garage has four or fewer bays. So the maximum widths range from 24 feet to 60 feet.

Table 6. Residential Driveway Throat Width

Number of Garage Bays	Maximum Driveway Throat Width
No Garage	24 ft
1 bay	24 ft
2 bays	36 ft
3 bays	48 ft
4 or more bays	60 ft

3.2 Commercial Access

Commercial access consists of all vehicular access connections except those described as residential (single- or two-family dwellings). This includes all other forms of driveways, as well as alleys, private streets, and public streets.

3.2.1 Commercial Access Spacing Requirements

Access spacing requirements are measured as shown in Figure 4. Spacing related to driveways is measured from the nearest edge of the throat of the driveway to the nearest edge of the throat of the adjacent driveway, or to the curb or edge of pavement of the adjacent roadway. Spacing between public roadways, signalized intersections, or median openings, is measured between the centerlines. For commercial access, all measurements are always made from the projected extension of the curb or edge of pavement; not from the radius or curb cut.

Figure 4. Spacing Requirement Measurements

New driveways, streets, median openings, or traffic signals must be located such that the spacing criteria described Table 7 below are satisfied. Alleys are treated as driveways for the purpose of this Policy.

Note that meeting minimum access spacing requirements generally means that some form of access is permissible at that location, but does not guarantee that a driveway or street can be permitted full access turning movements at that location. See Section 3.2.2 for additional information.

A roundabout intersection shall generally be treated the same as a standard intersection as per Table 7, but such cases must be carefully assessed due to the unique geometric design features associated with approaches to roundabouts. Higher driveway spacing values may be required in these cases, as determined by the City Traffic Engineer or designee.

Table 7. Minimum Street and Access Spacing

Street Type	Typical Speed Limit (mph)	Typical No. of Travel Lanes	Driveway to Driveway Spacing	Intersection to Driveway Spacing	Signalized Intersection Spacing	Street to Street Spacing	Median Opening Spacing
Freeway Service Road	45-55	2 to 3	Per the latest edition of TxDOT's *Access Management Manual.*				
State Highway	40-55	4 to 6	Per the latest edition of TxDOT's *Access Management Manual.*				
Arterial	40-55	4 to 6	150 ft	150 ft (typ.) 500 ft ‡	1,320 ft	660 ft	500 ft
Collector	30-40	2 to 4	60 ft	60 ft	See Note†	270 ft	See Note†
Local	25-30	2	40 ft	60 ft	See Note†	130 ft	See Note†
Limited Access Parkway ◊	45-50	4 to 6	425 ft	425 ft	Pre-determined at roadway design.		

† *NOTE: These situations occur infrequently and must be designed on a project-specific basis.*

‡ *NOTE: New development of full access driveways or street intersections shall not be permitted on arterials within 500 ft of a freeway service road intersection unless it is determined by the City Traffic Engineer or designee that no other reasonable access to the property is possible, including potential joint or cross access arrangements, and that the access does not create unreasonable safety or operational problems.*

◊ *NOTE: Fairgrounds Rd north of Loop 250 is planned and designed as a Limited Access Parkway with special access management provisions.*

In addition to the above requirements, commercial driveways must also be located at least 10 feet from the nearest property line with an adjacent parcel or alley right-of-way, as measured from the nearest edge of the curb cut. This requirement applies only to driveways that will exclusively serve one property and is waived if shared access is existing or planned and is documented with an easement.

3.2.2 Commercial Access Turn Restrictions

There are four potential turning movements that are considered when designing commercial access: right turns entering and existing, and left turns entering and exiting. As noted previously, left turn movements account for about 75% of all driveway related crashes, so restricting and/or redirecting those movements is a particularly beneficial access management technique with regard to safety.

Regardless of whether any turn movements are restricted or not, minimum access spacing standards still apply because all turning movements, including rights, create some amount of disruption and risk on the roadway. Turn restrictions may be necessary even for some access points that meet minimum access spacing standards. However, the use of a turn restriction may allow for an access point to be permitted that would otherwise not be allowed or might otherwise create unreasonable safety or operational concerns.

- **Full Access** means that there are no physical or regulatory restrictions on the four primary turning movements.

- **Three-Quarter Access**, also referred to as a hooded left, typically has a physical median or barrier on the roadway that restricts the left turn exiting the site, while allowing left turns in, as well as both right turns. See Figure 5.
- **Half Access**, also referred to as right-in/right-out, typically has a physical median or barrier on the roadway that restricts all left turn movements.

Figure 5. Examples of Hooded Left (3/4 Access) Median Designs [8]

Experience has shown that a physical median or barrier on the roadway is needed in most cases to implement any form of left turn restriction. Construction of a splitter island on the driveway, sometimes called a "porkchop" island, to try to restrict turning movements may provide the benefit of visually reinforcing the intended movement to the driver, but has been shown to be largely ineffective at physically stopping those deliberately making unpermitted left turns. Motorists can easily drive around the island or enter or exit on the wrong side of the island when making left turns. The use of regulatory signs, alone or in combination with a splitter island, is also largely ineffective. Therefore, raised medians or barriers on the roadway are typically needed in order to limit conflicting turn movements.

The use of a hooded left may be considered under select conditions, even if the median opening spacing standard cannot be satisfied. Median opening spacing refers to full access median openings. A more restricted opening may be permitted on a case-by-case basis as long as it does not interfere with other turn lanes for existing or planned intersections or driveways, and if the access does not create unreasonable safety or operational concerns. It shall be the responsibility of the City Traffic Engineer or designee to make all such determinations, and to coordinate with TxDOT and seek written concurrence for locations on state highways.

It is emphasized that this Policy only addresses requests made by developers or property owners for new or modified access to public roadways. The addition of any raised medians, turn restrictions, or similar access changes that may be considered by the City independent of such an access request must always be coordinated with the owners of any developed properties that would be impacted, either individually or through a broader public input process. Nothing stated in this Policy should be taken as authorization for any access management changes to be implemented without such advance coordination.

[8] *Roadway Design Manual*, Texas Department of Transportation, April 2018.

3.2.3 Auxiliary Turn Lanes

The construction of auxiliary lanes for left or right turns may be required for commercial access points in accordance with Tables 8 and 9 below.

Table 8. Auxiliary Left-Turn Lane Requirements

Road / Median Type	Left Turn Lane
Any Road with Raised Median	Required if Left-Turn Permitted
Any Road with TWLTL †	Existing / No Change Required
Local Street, Undivided	No Turn Lane Required
Collector Street, Undivided	No Turn Lane Required
Arterial, Undivided	See Note ‡
State Highway, Undivided	Per TxDOT *Roadway Design Manual*, Table 3-11

† *Two-way left turn lane*

‡ *NOTE: Most arterials under the jurisdiction of the City have existing raised median or TWLTL. For locations that do not, the addition of a left turn lane may be required based on vehicle speeds, roadway volumes, and projected site traffic volumes, at the discretion of the City Traffic Engineer or designee.*

Table 9. Auxiliary Right-Turn Lane Requirements

Road Type / Characteristics	Right Turn Lane
Local Street	No Turn Lane Required
Collector Street, ≤ 3 Travel Lanes	No Turn Lane Required
Collector Street, ≥ 4 Travel Lanes	See Note †
Arterial, Speed Limit ≤ 40 MPH	See Note †
Arterial, Speed Limit > 40 MPH	Required if Right Turn Volume > 60 veh/hr ‡
State Highway, Speed Limit ≤ 45 MPH	Required if Right Turn Volume > 60 veh/hr ‡
State Highway, Speed Limit > 45 MPH	Required if Right Turn Volume > 50 veh/hr

† *NOTE: Required only for very high traffic generating sites at the discretion of the City Traffic Engineer or designee.*

‡ *NOTE: Requirement may be waived based on roadway geometry, density of other access points, vehicle speeds, roadway volumes, and projected site traffic volumes, at the discretion of the City Traffic Engineer or designee.*

3.2.4 Commercial Shared Access

Shared Access refers to cases where adjacent properties with unrelated development share the use of one or more common access points. Such properties are typically under different ownership, but they could simply be individual businesses on separate parcels with a common owner.

There are two types of shared access most often seen in commercial development:

- **Joint Access** refers to a single access point that is typically located on the common property line between two adjacent parcels. This access serves both parcels and usually requires a small easement on each parcel to ensure that neither property owner can obstruct the use of the common area needed for the joint access.

- **Cross Access** refers to an access point that is located on one parcel but can be used by traffic related to another parcel by allowing that traffic to cross through all or part of the property using an internal private roadway or parking drive aisle.

The use of either form of shared access is a very effective means of providing reasonable access for development of small to medium-sized sites while still limiting the number of access points needed on the public roadway network. Shared access also allows customers to circulate internally between different businesses without the need to repeatedly re-enter and exit the roadway.

Shared access is most commonly introduced when land is being platted or re-platted for new development and establishment of the needed easements can be readily handled within the platting process. Developers should expect that the City will require shared access easements with platting even if the physical construction of such access is not immediately feasible, as having such easements on the plat allows for connections to adjacent development in the future.

The addition of shared access to existing sites is also highly encouraged, although cooperation between adjacent property owners is needed to produce the best outcome for both sites.

3.2.5 Alternate Commercial Access Locations

It should be noted that access management standards along major roadways are often applied more stringently to corner parcels, or to parcels that have frontage on other, lower classification roadways.

As described elsewhere in this Policy, the City's goal is to allow reasonable access for business owners while balancing against the safety and operational needs of the roadway network. When direct frontage or cross access to a side street or backage road behind a property allows for site traffic to circulate to and from a business without the need for as much direct access on a major roadway, this is often the most reasonable compromise between the competing needs of the business owner and the travelling public.

When selecting or designing commercial sites, developers are strongly encouraged to look for opportunities for alternate access to lower classification roadways, which then allow their customers indirect access to the main roads in a safer manner.

3.2.6 Commercial Driveway Construction Details

Commercial driveways shall be constructed in accordance with the appropriate standards in the latest edition of the Standard Details as published by the Engineering Services Department.

Driveways on streets with existing curb, or with new curb being constructed as part of the same project, shall include pedestrian ramps on both sides of the driveway approach. Ramps are required regardless of whether sidewalk is existing or planned in order to accommodate future sidewalk construction. Driveways on streets with no existing curb, and no curb planned as part of the same project, may omit the pedestrian ramps and shall include flares instead.

Driveways on streets with mountable (or roll-over) curb do not typically need to include flares or pedestrian ramps. However, all other design and spacing standards still apply.

3.2.7 Commercial Driveway Geometric Design

Throat Width – When driveways are too narrow, entering drivers must slow excessively to make their turn into the site, creating delays for traffic behind them and increasing the potential for rear-end crashes. Conversely, when driveways are too wide, drivers may tend to cross the driveway at an angle or drive on the wrong side of opposing traffic, creating additional conflicts.

The throat width is typically measured between the ends of the curb radii on the side farthest from the roadway. If the driveway cross-section is continuously varying and there is no obvious uniform-width throat to measure, then it shall be taken as the maximum width of the driveway where it crosses the right-of-way line.

The width of the throat of a commercial driveway shall be no less than 16 feet and no greater than 40 feet, except that a maximum width of 45 feet is permitted in accordance with TxDOT standards if the access is located on a state highway. If the driveway is forecast to serve at least 50% large truck or bus traffic, then a maximum width of 60 ft may be permitted at the discretion of the City Traffic Engineer or designee.

Median Divided Driveways – The construction of a physical median between entering and exiting traffic on a driveway is permitted at the option of the developer. If the median is less than 30 feet wide, measured between outside curb faces or edges of pavement, then the entry/exit pair shall be treated as one access point. For medians that are 30 ft or wider, each side shall be considered a separate access point for the purpose of this Policy.

If a median-divided driveway is used, the maximum width of the throat of each side shall be no less than 16 feet and no greater than 24 feet.

Throat Length – If the driveway throat is too short, then drivers entering the site may need to slow significantly or stop to wait for other vehicles in order to turn into an internal drive aisle or parking space, causing delays and conflicts with other vehicles on the roadway behind them. Also, a short driveway throat may not leave adequate room for queuing of exiting vehicles, causing additional on-site traffic congestion and encouraging drivers to take unnecessary risks to enter the roadway quickly. A short throat to a parking space creates additional safety concerns because drivers must back out into the driveway while other vehicles may be trying to enter from the roadway.

The throat length is measured as the distance from the roadway face-of-curb or edge of pavement on the exiting side of the driveway to the projection of the interior curb or edge of pavement for the nearest drive aisle or parking space which conflicts with traffic on either side of the driveway.

The minimum length of the throat of a commercial driveway shall be as shown in Table 10, although longer throats are strongly encouraged whenever the site layout allows.

Table 10. Minimum Commercial Driveway Length

Street Type	Minimum Driveway Throat Length
Local Street	20 ft
Collector Street (posted speed limit of 35 MPH or less)	30 ft
Collector Street (posted speed limit of 40 MPH or higher)	50 ft
Arterial Street or State Highway	50 ft
Any access directly served by a traffic signal (existing or planned)	As recommended by a traffic impact study (100 ft minimum)

Curb Radii – The curb radii on a commercial driveway shall be no less than 5 feet and no greater than 60 feet, with the following recommendations:

- Curb radii less than 10 feet are discouraged except in cases of very small, low traffic sites.
- Curb radii greater than 30 ft are discouraged on local and collector streets.

3.2.8 Access Involving Traffic Signals

Due to the unique issues associated with traffic signal operations, some special conditions apply to any access that proposes the new installation or modification of a traffic signal, as listed below. For the purpose of this Policy, modification of an existing signal refers to operational changes that impact traffic capacity or delay, such as the addition of new movements or signal phases. Physical changes to the infrastructure are typically not considered to be modifications requiring study, although approved engineering plans will be required for the work.

A traffic impact study must be prepared and submitted by a qualified professional engineer, licensed in Texas. For a new signal, the study must document that the location meets warrants as per the *Texas Manual on Uniform Traffic Control Devices* (TMUTCD). For signals that are either new or modified, the study must provide a capacity analysis to demonstrate that there will be no degradation in the Level of Service (LOS) in the peak hour periods below the existing LOS, or LOS 'C', whichever is lower. Such analysis must be provided for the subject intersection(s), the nearest adjacent intersection(s) along the major roadway, and any other intersections as determined necessary by the City Traffic Engineer or designee. The study must also consider the effect of signal spacing on queuing and progression along coordinated corridors.

For locations on state highways, the traffic impact study must also be approved by TxDOT. It shall be the responsibility of the City Traffic Engineer or designee to coordinate with TxDOT and seek concurrence.

For a new traffic signal to be approved, all approaches to the intersection must be constructed in accordance with either City or TxDOT standards for public streets. Typical commercial driveway approaches may not be signalized. Also, any approach to a proposed traffic signal must be designed to provide the minimum throat length and number of lanes as recommended by the traffic study. In no case,

however, may an access be signalized that has less than 100 feet of throat or less than two approach lanes (typically a left-turn and thru/right).

3.2.9 Drive-Thru / In-Vehicle Operations

The City of Midland Zoning Ordinance (Section 6, Table 7) states: "Site plans for all uses that will include drive-thru operations or in-vehicle services must be approved by the Planning Division Manager and the Engineering Services Director, or their respective designees." Specific numbers of vehicles that must be accommodated in the queue prior to the service point are not identified in the ordinance because experience has shown that the actual demand varies significantly with each site, not just by the type of use, but also by the individual brand and/or operator of the business.

Therefore, prior to approval of any site plan for drive-thru or in-vehicle service type uses, including approval of the driveway access related to that use, it must be determined that the proposed design provides reasonable on-site vehicle queuing and circulation as compared to other similar uses in Midland or the surrounding region. It must also be determined that the site plan has been designed such that, if the anticipated queuing has been underestimated and the vehicle storage area overflows during peak periods, that such overflow will occur in the safest and least disruptive manner that is reasonably possible. This means that queue overflow will be contained within the site to the greatest extent possible, and if driveways to public roads are impacted, such impacts will be limited to local or minor collector streets only. Queue overflow onto arterials or state highways must be avoided at all times due to the significant safety and operational impacts associated with such occurrences.

These determinations shall be the responsibility of the City Traffic Engineer or designee, reporting to the Engineering Services Director, as per the Zoning Ordinance.

3.3 Alleys

Permissible access to alleys is not fully addressed in this Policy, but is described in greater detail in City Code Section 11-2-5.

Restrictions are generally more stringent for lots for which an application for final plat was filed with the City after June 30, 1994. For those lots, the alley must be improved to city standards, including paving, and meet various other conditions for access to be allowed. If the lot was platted prior to that date, residential access is generally permitted without restriction in most cases.

Vehicular access from a commercial use is only allowed if an alley has been improved to city standards, regardless of when it was platted. Such access connections shall have a permanent opening of not more than 25 feet per separately owned parcel (as per City Code Section 4-1-4).

For cases meeting the conditions as described in City Code, construction of a driveway connection to an alley does not require a permit if no substantive work is to be performed in the city right-of-way. If grading, paving, curb removal, or other work is required in the city right-of-way to build such a driveway, then the standard permitting process as described in Section 4 of this Policy shall apply.

All persons constructing access connections to city right-of-way, or otherwise working in city right-of-way, are responsible for adhering to all applicable codes and regulations. Therefore, it is best practice to contact the City to verify if a permit is needed before starting any work.

4 Access Permitting Process

4.1 Approval Requirements

Permitting by the City of Midland is required for all vehicular access regulated under this Policy.

Access approval is granted only for a specific site, with the specific scope and type of land use proposed when the permit application is submitted.

If the land use for which access was previously approved is permanently closed, or if the site is abandoned, then the approval of access automatically terminates. Access points which have been abandoned must be removed in accordance with City Code Section 9-4-8.

If the scope or type of land use is substantively changed, or if the size or nature of the site layout changes significantly, then approval of access automatically terminates, and a new approval must be obtained. There are some cases where the existing access may be re-approved and may remain in place after a review of the new or modified land use. However, there is no assumed right to "grandfathering in" any existing access.

4.2 Pre-Development Review

Formal access approval can be issued by the City only through the building or driveway permit process described below. However, the City encourages residents, business owners, and developers to coordinate with city staff early in the site selection or design process to determine what will be acceptable for access, and to seek input on possible alternative access scenarios that may be considered. Early consideration of access issues can save time and money for all parties involved.

Although strongly encouraged, all pre-development reviews are informational only, and an approved permit is the only official authorization from the City regarding access. Applicants are advised to keep documentation of any communication with city staff regarding access to assist in future discussions.

4.3 Permitting Process

Vehicular access to any public roadway under this Policy is formally authorized only through the building or driveway permit process, administered by the Development Services Department.

Building permit applications that include site plans, civil engineering plans, or similar drawings showing the details and dimensions of the proposed access also serve as the application for access approval. Following review, the approved building permit drawing set (displaying an Engineering Services Department approval stamp) serves as the City's driveway permit. No separate permit document is issued.

If no building permit application is needed for other site or civil work, then a standalone driveway permit application can also be made through Development Services. The approved driveway permit drawing(s) (displaying an Engineering Services Department approval stamp) serves as the City's driveway permit. No separate permit document is issued.

4.4 Nonconforming Sites and Deviations from Standards

As stated in the Introduction, the goal of this Policy is to preserve the mobility, safety and capacity of the roadway network, but also to provide reasonable access for residents and business owners. The City of Midland encourages infill development and the redevelopment of older, dilapidated, or underutilized

properties. In areas that are already substantially developed, it is often not possible to meet the minimum access spacing and other design requirements described in this Policy in order to allow such infill or redevelopment activity.

In such cases, the City Traffic Engineer or designee shall have the authority to approve specific cases that do not meet the minimum standards described herein, with the following conditions:

- No other reasonable access to the property is possible, including potential joint or cross access arrangements.
- Any deviation approved below minimum design standards shall be the minimum such deviation needed to allow for reasonable site access because of the nonconforming conditions on neighboring properties and/or the existing roadway.
- The access does not create unreasonable safety or operational problems as determined by the City Traffic Engineer or designee.
- Any deviations are approved only for that specific access point for that site and land use and should not be assumed to be acceptable in any other case.
- Any deviations below minimum standards on a state highway must have written concurrence from TxDOT prior to approval by the City. It shall be the responsibility of the City Traffic Engineer or designee to coordinate with TxDOT staff to review the site issues and seek concurrence prior to issuing any approvals. If TxDOT staff and the City Traffic Engineer or designee do not concur on the proposed deviation(s), access that fails to meet minimum standards shall not be permitted.

4.5 Appeals Process

If a driveway or building permit application is denied because the City Traffic Engineer or designee has determined that minimum access design standards have not been satisfied, and if the applicant is unable or unwilling to reach an agreement with the City Traffic Engineer or designee regarding acceptable alternative access, the applicant has the right to appeal the permit denial to the City Council.

In order to appeal a permit denial to the City Council, the applicant must submit a written request for an appeal within 30 days following receipt of notice of denial, and shall clearly document those hardships which make it impossible or impractical to meet the minimum access design standards required by City Code and/or Council-adopted interagency agreements. Staff will review the appeal request and coordinate with the applicant to schedule the item for a future Council agenda.

Notwithstanding any provision of this Section to the contrary, if the permit denial relates to an access location on a state highway, then written concurrence from TxDOT is required in order for the City Council to reverse the denial and grant the permit, in accordance with the Council-adopted *Municipal Maintenance Agreement*.

5 Contact Information

For additional information or to discuss an access issue with City staff, contact the City of Midland Traffic Operations Division by phone at 432-685-7287, or visit the City's website at www.midlandtexas.gov to locate the latest staff email addresses.