

CITY OF MIDLAND, TEXAS
AGENDA FOR CITY COUNCIL MEETING
February 13, 2024 - 10:00 AM
300 North Loraine
Midland, Texas
Council Chamber - City Hall



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

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

OPENING ITEMS

1. Invocation – Pastor Darin Wood, First Baptist Church of Midland
2. Pledge of Allegiance

PRESENTATIONS

3. Presentation of special events, organizations, individuals, periods of time, or reports, including, but not limited to:
 - 3a. Presentation from Director of Finance Christy Weakland regarding Funding Council Priorities.
 - 3b. Presentation from Director of Engineering Gabe McClelland regarding Community Engagement.

CONSENT AGENDA

4. MOTION APPROVING THE FOLLOWING MINUTES:
 - 4a. REGULAR SESSION OF JANUARY 23, 2024
5. 2024-024 – RESOLUTION ESTABLISHING THE MIDLAND YOUTH ADVISORY COMMISSION; ADOPTING THE MIDLAND YOUTH ADVISORY COMMISSION BYLAWS; AND AUTHORIZING THE MIDLAND YOUTH ADVISORY COMMISSION TO ENTER INTO A PARTNERSHIP WITH THE BUSH FAMILY HOME STATE HISTORICAL SITE IN FURTHERANCE OF THE PURPOSE SET FORTH IN THE BYLAWS AND FOR PROVIDING THE YOUTH OF THE CITY OF MIDLAND WITH OPPORTUNITIES TO LEARN AND GAIN EXPERIENCE IN LOCAL GOVERNANCE (**DISTRICT:NONE**) (**LEGAL**)

6. 2024-025 – RESOLUTION AUTHORIZING THE PURCHASE OF 8,000 GALLONS OF LIQUID COPPER SULFATE PENTAHYDRATE 19.8% MOLLUSCICIDE NEEDED FOR THE CONTROL OF QUAGGA AND ZEBRA MUSSELS IN THE RAW DRINKING WATER SYSTEMS FROM CHAMELEON INDUSTRIES, INC., FOR A TOTAL COST OF \$136,000.00 **(DISTRICT: NONE) (GENERAL SERVICES)**
7. 2024-026 – RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH PARKHILL, SMITH & COOPER, INC., D/B/A PARKHILL FOR TEXAS COMMISSION ON ENVIRONMENTAL COMPLIANCE LANDFILL TESTING FOR A TOTAL COST OF \$277,200.00 **(DISTRICT: ALL) (GENERAL SERVICES)**
8. 2024-027 – RESOLUTION APPROVING A CONTRACT WITH TOMMY KLEIN CONSTRUCTION, INC., FOR THE REPAIR AND REPLACEMENT OF CERTAIN CABINETRY AND DOORS AT VARIOUS FIRE STATIONS FOR A TOTAL COST OF \$129,664.68 **(DISTRICT: ALL) (GENERAL SERVICES)**
9. 2024-028 – RESOLUTION APPROVING A CONTRACT WITH NOUVEAU TECHNOLOGY SERVICES, LP, THROUGH THE INTERLOCAL PURCHASING SYSTEM, FOR THE PURCHASE AND INSTALLATION OF A SOUND SYSTEM AT ASTOUND BROADBAND STADIUM FOR A TOTAL COST OF \$720,205.50; APPROVING \$72,000.00 FOR PROJECT RELATED COSTS; AND APPROPRIATING FUNDS FOR SAID PROJECT **(DISTRICT 4) (GENERAL SERVICES)**
10. 2024-029 – RESOLUTION APPROVING A CONTRACT WITH 4B RECREATION GROUP, LLC DBA PLAYGROUNDS ETC., THROUGH BUYBOARD, FOR THE PURCHASE AND INSTALLATION OF SHADE STRUCTURES AT REYES MASHBURN NELMS PARK FOR A TOTAL COST OF \$463,450.57; APPROVING \$176,109.43 FOR PROJECT RELATED EXPENSES; AND APPROPRIATING FUNDS FOR SAID PROJECT **(DISTRICT 4) (GENERAL SERVICES)**
11. 2024-030 – RESOLUTION APPROVING A CONTRACT WITH RESTROOM FACILITIES LIMITED, THROUGH BUYBOARD, FOR THE PURCHASE AND INSTALLATION OF A RESTROOM AND CONCESSION FACILITY AT THE REYES MASHBURN NELMS BASEBALL FIELDS FOR A TOTAL COST OF \$573,761.00; AND APPROPRIATING FUNDS FOR SAID PROJECT **(DISTRICT 4) (GENERAL SERVICES)**
12. 2024-031 – RESOLUTION AUTHORIZING THE FINANCE DIRECTOR TO VERIFY AND ATTEST TO THE SUFFICIENCY OF CERTAIN FUND BALANCES HELD BY THE CITY OF MIDLAND DEPARTMENT OF AIRPORTS; SAID VERIFICATION AND ATTESTATION SHALL BE MADE FOR THE PURPOSE OF EFFECTUATING THE CITY OF MIDLAND'S PARTICIPATION IN THE AIRFIELD IMPROVEMENTS PROJECT AT MIDLAND AIRPARK; AND AUTHORIZING THE DIRECTOR OF AIRPORTS TO EXECUTE, ON BEHALF OF THE CITY OF MIDLAND, ALL CONTRACTS AND AGREEMENTS WITH THE STATE OF TEXAS, REPRESENTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION, AND SUCH OTHER PARTIES AS SHALL BE NECESSARY AND APPROPRIATE FOR THE IMPLEMENTATION OF THE AIRFIELD IMPROVEMENTS PROJECT AT MIDLAND AIRPARK **(DISTRICT 4) (AIRPORTS)**

13. 015-2024 – MOTION AUTHORIZING THE EXECUTION OF A THIRD AMENDMENT TO THAT CERTAIN NONEXCLUSIVE COMMERCIAL FIXED BASE OPERATOR LEASE AGREEMENT DATED MARCH 29, 2023, BETWEEN THE CITY OF MIDLAND, TEXAS, AND FRANKLIN MOUNTAIN AVIATION MAF, LLC; SAID AMENDMENT PROVIDING FOR AN EXTENSION OF THE DUE DILIGENCE EXPIRATION DATE FROM FEBRUARY 22, 2024, TO APRIL 30, 2024 **(DISTRICT 4) (AIRPORTS)**
14. 016-2024 – MOTION REJECTING THE SOLE BID RECEIVED FOR THE MIDLAND AIRPARK ENTRY ROAD ENHANCEMENTS PROJECT **(DISTRICT 4) (AIRPORTS)**
15. 017-2024 – MOTION REJECTING THE SOLE PROPOSAL RECEIVED FOR THE SALE OF CERTAIN REAL PROPERTY DESCRIBED AS LOTS 3A, 4A, AND 5A, BLOCK 3, MIDLAND INTERNATIONAL AIRPORT INDUSTRIAL PARK, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS **(DISTRICT 4) (AIRPORTS)**
16. 2024-032 – RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH GARVER LLC FOR THE DEVELOPMENT OF A SAFETY MANAGEMENT SYSTEM PROGRAM FOR MIDLAND INTERNATIONAL AIR & SPACE PORT FOR A TOTAL COST OF \$194,344.00; AND APPROPRIATING FUNDS FOR SAID PROJECT **(DISTRICT 4) (AIRPORTS)**
17. 2024-033 – RESOLUTION CALLING A SPECIAL ELECTION FOR THE OFFICE OF CITY COUNCIL MEMBER AT-LARGE; PROVIDING FOR USE OF ACCESSIBLE VOTING SYSTEMS; ESTABLISHING ELECTION PRECINCTS FOR SAID ELECTION; AND ESTABLISHING VOTE CENTERS FOR SAID ELECTION **(CITY SECRETARY)**
18. 018-2024 – MOTION ACCEPTING GRANT FUNDS IN THE AMOUNT OF \$180,140.00 AWARDED BY THE US DEPARTMENT OF ENERGY'S ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT PROGRAM; SAID GRANT FUNDS TO BE USED FOR THE MINOR ENERGY EFFICIENT RETROFITS PROGRAM (MEERP); AUTHORIZING THE EXECUTION OF ALL DOCUMENTS NECESSARY TO ACCEPT SAID GRANT FUNDS; AND APPROPRIATING THE SUM AMOUNT OF \$180,140.00 TO A GRANT PROJECT **(DISTRICT: ALL) (DEVELOPMENT SERVICES)**
19. 2024-034 – RESOLUTION GRANTING A VARIANCE FOR AN OIL AND GAS WELL TO BE LOCATED CLOSER THAN 500 FEET OF AN OCCUPIED RESIDENCE OR COMMERCIAL STRUCTURE; APPROVING THE ISSUANCE OF A PERMIT TO PERMIAN DEEP ROCK OIL CO., LLC ("OPERATOR") TO DRILL SAID OIL AND GAS WELL LOCATED IN SECTION 3, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED 2,538 FEET EAST OF SOUTH GARFIELD STREET AND 319 FEET NORTH OF WEST COUNTY ROAD 111); AND WAIVING THE REQUIREMENT OF A ROAD REPAIR AGREEMENT **(DISTRICT 2) (DEVELOPMENT SERVICES)**
20. 2024-035 – RESOLUTION GRANTING VARIANCES FOR TWO OIL AND GAS WELLS TO BE LOCATED CLOSER THAN 500 FEET OF AN OCCUPIED RESIDENCE OR
PACKET

COMMERCIAL STRUCTURE; APPROVING THE ISSUANCE OF PERMITS TO PERMIAN DEEP ROCK OIL CO., LLC ("OPERATOR") TO DRILL SAID OIL AND GAS WELLS LOCATED IN SECTION 10, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 1,101 FEET AND 1,131 FEET WEST OF RANKIN HIGHWAY AND 560 FEET SOUTH OF WEST INTERSTATE 20); AND WAIVING THE REQUIREMENT OF A ROAD REPAIR AGREEMENT **(DISTRICT 2) (DEVELOPMENT SERVICES)**

21. 019-2024 – MOTION APPROVING, WITH STAFF'S RECOMMENDED CONDITIONS, A PROPOSED PRELIMINARY PLAT OF MIDCO LEB, BEING A REPLAT OF A 53.71-ACRE TRACT OF LAND OUT OF LOT 1, BLOCK 1, PARSLEY ADDITION, MIDLAND COUNTY, TEXAS. (GENERALLY LOCATED ON THE NORTHWEST CORNER OF THE INTERSECTION OF FARM TO MARKET ROAD 715 AND EAST COUNTY ROAD 120) **(DISTRICT: NONE) (DEVELOPMENT SERVICES)**
22. 2024-036 – RESOLUTION AUTHORIZING THE TRANSFER OF LOT 2, SAVE AND EXCEPT A 0.044-ACRE TRACT OF LAND OUT OF SAID LOT, BLOCK 137, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, TO GARY KAHLER MEMORIAL SCHOLARSHIP FUND INC. ("GRANTEE"), AS AUTHORIZED BY CHAPTER 253 OF THE TEXAS LOCAL GOVERNMENT CODE; AUTHORIZING THE EXECUTION OF AN AMENDED AND RESTATED AFFORDABLE HOUSING DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MIDLAND AND GRANTEE CONCERNING THE AFOREMENTIONED PORTION OF LOT 2 AND ALL OF LOT 4, BLOCK 137, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS; AUTHORIZING THE CITY MANAGER TO NEGOTIATE, EXECUTE AND FILE ALL DOCUMENTS NECESSARY FOR SAID TRANSFER; AND ORDERING THE CITY SECRETARY TO RECORD, OR ENSURE THAT THE TITLE COMPANY RECORDS, THE INSTRUMENT OF CONVEYANCE **(DISTRICT: ALL) (DEVELOPMENT SERVICES)**
23. 2024-037 – RESOLUTION AUTHORIZING THE EXECUTION OF AN ADVANCE FUNDING AGREEMENT WITH THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION ("TXDOT"), FOR THE TEXAS AVENUE INTERSECTION IMPROVEMENTS PROJECT (THE "PROJECT"); SAID PROJECT TO PROVIDE FOR THE CONSTRUCTION OF IMPROVEMENTS TO THE INTERSECTIONS ON TEXAS AVENUE, FROM NORTH A STREET TO NORTH C STREET, WITH CURB EXTENSIONS TO EXTEND THE SIDEWALK TO PROVIDE ADDITIONAL SPACE FOR PEDESTRIAN CROSSINGS; AUTHORIZING PAYMENT TO TXDOT IN AN ESTIMATED AMOUNT OF \$147,347.30 PLUS 100% OF OVERRUNS; AND AUTHORIZING AND DIRECTING THE CITY SECRETARY TO CERTIFY A COPY OF THIS RESOLUTION TO TXDOT **(DISTRICT 3) (ENGINEERING SERVICES)**
24. 020-2024 – MOTION AUTHORIZING THE ACCEPTANCE OF A DONATION CONSISTING OF ARTWORKS CREATED BY JEANNE MORALES; SAID ARTWORKS TO BE KEPT AND DISPLAYED AT THE MIDLAND MUNICIPAL COURT **(DISTRICT: ALL) (MUNICIPAL COURT)**
25. 021-2024 – MOTION AUTHORIZING THE EXECUTION OF A SANITARY SEWER PACKET

DISCHARGE LICENSE AGREEMENT WITH AGRI-EMPRESA TRANSLOAD AND STORAGE, LLC **(DISTRICT: ALL) (UTILITIES)**

26. 022-2024 – MOTION AUTHORIZING THE EXECUTION OF A SANITARY SEWER DISCHARGE LICENSE AGREEMENT WITH AFFORDABLE DEWATERING SERVICES, LLC **(DISTRICT: ALL) (UTILITIES)**
27. 023-2024 – MOTION AUTHORIZING THE EXECUTION OF A SANITARY SEWER DISCHARGE LICENSE AGREEMENT WITH WARREN EQUIPMENT COMPANY **(DISTRICT: ALL) (UTILITIES)**
28. 2024-038 – RESOLUTION AUTHORIZING THE CITY MANAGER, DEPUTY CITY MANAGER, OR AN ASSISTANT CITY MANAGER TO EXECUTE ALL AGREEMENTS AND DOCUMENTS AND TAKE ALL ACTIONS NECESSARY TO CONVEY TO THE STATE OF TEXAS AN APPROXIMATE 2.87-ACRE TRACT OF CITY-OWNED LAND OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS; SAID CONVEYANCE BEING AUTHORIZED BY SECTION 203.055 OF THE TEXAS TRANSPORTATION CODE **(DISTRICT 4) (UTILITIES)**

SECOND READINGS

29. 10488 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR LOT 8, LESS THE NORTH 30 FEET, AND LOT 9, BLOCK 4, STOCKARD ACRES ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF GOODE STREET, APPROXIMATELY 315 FEET NORTH OF CARTER STREET), WHICH IS PRESENTLY ZONED C, COMMERCIAL 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 **(QUALITY OF LIFE AND PLACE) (DISTRICT 2) (DEVELOPMENT SERVICES)**
30. 10489 – AN ORDINANCE VACATING AND ABANDONING A 0.25-ACRE PORTION OF SINCLAIR AVENUE RIGHT-OF-WAY AND A 0.08-ACRE PORTION OF ALLEY RIGHT-OF-WAY, BOTH LOCATED ADJACENT TO THE NORTH 380 FEET OF THE EAST HALF OF THE SOUTH HALF OF TRACT 2, SUNSET ACRES, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF THE INTERSECTION OF NORTH MIDKIFF ROAD AND SINCLAIR AVENUE); ADOPTING THE APPRAISAL BY THE ASSISTANT CITY MANAGER OF \$7,623.00; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY **(QUALITY OF LIFE AND PLACE) (DISTRICT 3) (DEVELOPMENT SERVICES)**

PUBLIC HEARINGS

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

31. 10490 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 1, TSC DEVELOPMENT, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF NORTH STATE HIGHWAY 349, APPROXIMATELY 380 FEET NORTH OF TEJAS); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION **(DISTRICT 1) (DEVELOPMENT SERVICES)**
32. 024-2024 – THE PROPOSED GRANTING OF OIL AND GAS WELL PERMITS TO PERMIAN DEEP ROCK OIL CO., LLC (“OPERATOR”) FOR THE DRILLING OF THE FOLLOWING OIL AND GAS WELLS: KNIGHT 140 MIPA UNIT H140LX; KNIGHT 140 MIPA UNIT H140MX; AND KNIGHT 140 MIPA UNIT H140WX; SAID WELLS BEING GENERALLY LOCATED BETWEEN 931 FEET AND 959 FEET EAST OF NORTH A STREET EXTENSION AND BETWEEN 1,882 FEET AND 1,910 FEET SOUTH OF WEST LOOP 250 NORTH **(PUBLIC HEARING ONLY) (DISTRICT 3) (DEVELOPMENT SERVICES)**
33. 10491 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 5.53-ACRE TRACT OF LAND OUT OF SECTION 36, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM AE, AGRICULTURAL ESTATE DISTRICT, TO SF-1, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED APPROXIMATELY 300 FEET NORTHEAST OF HOMELAND DRIVE, AND APPROXIMATELY 520 FEET SOUTH OF WADLEY AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION **(DISTRICT 3) (DEVELOPMENT SERVICES)**

MISCELLANEOUS

34. 10492 – AN ORDINANCE ADOPTING A FEE SCHEDULE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING AN APPEAL PROCESS; ESTABLISHING AN EFFECTIVE DATE OF MARCH 1, 2024; AND ORDERING PUBLICATION **(DISTRICT: NONE) (FINANCE)**
35. 2024-039 – RESOLUTION AWARDING A CONTRACT FOR THE CITY OF MIDLAND PAVING, ALLEYS, STREETS AND SIDEWALKS 2023 PROJECT TO BOLER EQUIPMENT SERVICE, INC. OF MIDLAND, TEXAS, AT A COST OF \$2,682,941.08; APPROVING \$536,588.22 FOR CONTINGENCIES; APPROVING \$50,000.00 FOR PROJECT-RELATED EXPENSES; TRANSFERRING AND ALLOCATING FUNDS; AND AUTHORIZING PAYMENT **(DISTRICT: ALL) (GENERAL SERVICES)**

36. 10493 – AN ORDINANCE ALTERING PRIMA FACIE SPEED LIMITS ALONG CERTAIN STREETS IN THE CITY; AUTHORIZING INSTALLATION OF APPROPRIATE SIGNS AND MARKINGS; REPEALLING ORDINANCE NO. 10434; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO HUNDRED DOLLARS (\$200.00); AND ORDERING PUBLICATION **(DISTRICT 4) (ENGINEERING SERVICES)**
37. 2024-040 – RESOLUTION AUTHORIZING THE EXECUTION OF ALL DOCUMENTS NECESSARY TO SETTLE LITIGATION STYLED CITY OF MIDLAND, TEXAS V. TIMBER FLOYD, ET AL. (142ND JUDICIAL DISTRICT COURT, MIDLAND COUNTY, TEXAS; CAUSE NO. CV56771) **(LEGAL)**

PUBLIC COMMENT

38. 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

39. Pursuant to Texas Government Code § 551.101, the City Council will hold an Executive Session, which is closed to the public, to discuss the following matters as permitted under the following sections of the Texas Government Code:
- a. Section 551.071, Consultation with Attorney
 - a.1. Discuss pending or contemplated litigation.
 - b. Section 551.072, Deliberation Regarding Real Property
 - b.1. Discuss the purchase, exchange, lease or value of real property.
 - c. Section 551.087, Deliberate Economic Development Negotiations
 - c.1. Discuss business prospects that the City seeks to have locate, stay, or expand in or near the City of Midland, Texas, and discuss possible incentives.

Respectfully Submitted,

Tommy Gonzalez
City Manager

wheelchair accessible. If you need special assistance to participate in this meeting, please contact the City Secretary's Office at (432) 685-7430. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

**MIDLAND CITY COUNCIL
MINUTES
January 23, 2024**



The City Council convened in regular session in the Council Chamber, City Hall, Midland, Texas, at 10:00 a.m., January 23, 2024.

Council Members present: Amy Stretcher Burkes, Dan Corrales, Robin Poole, Lori Blong, Scott Dufford, Jack Ladd, John Norman

Council Members absent: None

Staff members present: City Manager Tommy Gonzalez, City Attorney John Ohnemiller, Deputy City Manager Morris Williams Jr., Assistant City Manager Tina Jauz, Assistant City Manager Jose Ortiz

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

OPENING ITEMS

1. Invocation – Pastor John Grabanski, Temple Baptist Church
2. Pledge of Allegiance

PRESENTATIONS

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

- 3a. Presentation of Proclamation for “Midland RSVP 30th Anniversary Day”

Mayor Blong presented a proclamation for Midland RSVP 30th Anniversary Day.

- 3b. Presentation from Director of Engineering Gabe McClelland regarding L.O.V.E. Midland.

This presentation will be on the next Council Meeting (February 13th).

- 3c. Presentation acknowledging United Way’s Project Blueprint.

Mayor Blong introduced the participants of the United Way’s Project Blueprint.

CONSENT AGENDA

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MINUTES

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4. MOTION APPROVING THE FOLLOWING MINUTES:
- 4a. REGULAR SESSION OF JANUARY 9, 2024
5. 012-2024 – MOTION ACCEPTING A DONATION IN THE AMOUNT OF \$25,000.00 FROM OCCIDENTAL PETROLEUM CORPORATION; SAID FUNDS TO BE USED FOR FIRE DEPARTMENT EQUIPMENT **(DISTRICT: NONE) (FINANCE)**
6. 2024-015 – RESOLUTION AUTHORIZING THE EXECUTION OF A SOLE-SOURCE CONTRACT WITH OW INVESTORS, LLC, D/B/A MARS COMPANY FOR UTILITY METER TESTING SOFTWARE FOR THE UTILITIES DEPARTMENT AT A TOTAL COST OF \$532,276.00 **(DISTRICT: NONE) (GENERAL SERVICES)**
7. 2024-016 – RESOLUTION AWARDED A CONTRACT IN THE AMOUNT OF \$189,800.00 FOR AGRONOMIC COMPLIANCE CONSULTING SERVICES TO AGRI-WASTE TECHNOLOGY, INC. **(DISTRICT: NONE) (GENERAL SERVICES)**
8. 2024-017 – RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO RECEIVE AN ARTIFACT LOAN FROM THE NATIONAL AIR AND SPACE MUSEUM; SAID ARTIFACT BEING THE WINDECKER EAGLE I, WHICH IS THE FIRST ALL-COMPOSITE AIRCRAFT TO RECEIVE FEDERAL AVIATION ADMINISTRATION CERTIFICATION; AND AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS FOR THE ACCEPTANCE OF SAID ARTIFACT LOAN **(DISTRICT 4) (AIRPORTS)**
9. 2024-018 – RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH DELTA SPECIALTY CONTRACTORS, LLC, IN THE AMOUNT OF \$1,233,900.00 FOR THE AIRPARK NORTH FENCE REPLACEMENT PROJECT AT MIDLAND AIRPARK; AND APPROPRIATING FUNDS FOR SAID PROJECT **(DISTRICT 4) (AIRPORTS)**
10. 013-2024 – MOTION AUTHORIZING THE INTENT OF THE COMMUNITY DEVELOPMENT DEPARTMENT TO ESTABLISH THE SCHEDULE FOR PROGRAM YEAR 2024 CDBG GRANT APPLICATION CYCLE **(DISTRICT: ALL) (DEVELOPMENT SERVICES)**
11. 014-2024 – MOTION APPROPRIATING THE SUM OF \$188,500.00 FROM THE GENERAL FUND TO THE CIP OPERATING BUDGET FOR THE DESIGN OF AVALON DRIVE **(DISTRICT 4) (ENGINEERING SERVICES)**
13. 2024-020 – RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE OFFICE OF THE GOVERNOR - PUBLIC SAFETY OFFICE FOR THE FISCAL YEAR 2025 RIFLE-RESISTANT BODY ARMOR GRANT PROGRAM; AUTHORIZING THOSE HOLDING THE TITLE OF “GRANT WRITER” AND “COMPLIANCE MANAGER” TO ACCEPT, REJECT, ALTER, OR TERMINATE SAID GRANT FUNDING; AND AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS FOR THE ACCEPTANCE OF SAID GRANT FUNDING **(DISTRICT: ALL) (POLICE)**

14. 2024-021 – RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE OFFICE OF THE GOVERNOR, TEXAS CRIMINAL JUSTICE DIVISION, FOR THE FISCAL YEAR 2025 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM; AUTHORIZING THOSE HOLDING THE TITLE OF “GRANT WRITER” AND “COMPLIANCE MANAGER” TO ACCEPT, REJECT, ALTER, OR TERMINATE SAID GRANT FUNDING; AND AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS FOR THE ACCEPTANCE OF SAID GRANT FUNDING **(DISTRICT: ALL) (POLICE)**
15. 2024-022 – RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE OFFICE OF THE GOVERNOR - PUBLIC SAFETY OFFICE FOR THE FISCAL YEAR 2025 BODY-WORN CAMERA GRANT PROGRAM; AUTHORIZING THOSE HOLDING THE TITLE OF “GRANT WRITER” AND “COMPLIANCE MANAGER” TO ACCEPT, REJECT, ALTER, OR TERMINATE SAID GRANT FUNDING; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS FOR THE ACCEPTANCE OF SAID GRANT FUNDING; AND AUTHORIZING THE APPROPRIATION OF MATCHING FUNDS IN THE AMOUNT OF \$6,536.25 AS REQUIRED BY THE OFFICE OF THE GOVERNOR - PUBLIC SAFETY OFFICE **(DISTRICT: ALL) (POLICE)**

Scott Dufford moved to approve Consent Agenda items 4-15, excluding item 12; seconded by John Norman.

The motion passed by the following vote:

AYE: Stretcher Burkes, Poole, Blong, Dufford, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: Corrales

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

12. 2024-019 – RESOLUTION AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT AND LEASE AGREEMENT WITH MIDLAND ATHLETIC SYNDICATE, INC., FOR THE DESIGN, CONSTRUCTION, MAINTENANCE, AND OPERATION OF AN INDOOR MULTI-PURPOSE ATHLETIC FACILITY AT THE SCHARBAUER SPORTS COMPLEX **(LEGAL)**

City Attorney John Ohnemiller gave a brief overview of the item noting this is a high quality indoor multipurpose athletic facility with approximately 90,000 square feet of space. The City's only part in this is \$275,000.00 which will offset some development cost. The Developer will raise at least \$30 million by January of 2026.

Austin Campbell, 19 Saddle Club Drive, President of the Midland Athletic Syndicate, thanked City Attorney John Ohnemiller and the City Managers' Office for being good to work with. Mr. Campbell also thanked Council and the community for their support.

Mr. Campbell spoke briefly on the structure of parking and City Manager Tommy Gonzalez spoke on shared use agreements and the possibility of looking at an indoor
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facility.

John Scharbauer, 8 Saddle Club Drive, thanked Council and staff and reported they have raised close to \$30 million and are ready to go.

John Norman moved to approve Resolution No. 2024-019; seconded by Dan Corrales.

The motion passed by the following vote:

AYE: Stretcher Burkes, Corrales, Poole, Blong, Dufford, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

SECOND READINGS

16. 10477 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 3.86-ACRE TRACT OF LAND, OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR. CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM RR, REGIONAL RETAIL DISTRICT TO SF-1, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED APPROXIMATELY 230 FEET NORTH OF CASTLEWOOD DRIVE, AND APPROXIMATELY 620 FEET WEST OF HOMELAND 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 (FIRST READING HELD JANUARY 09, 2024) **(DISTRICT 4) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10477.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10477; seconded by Dan Corrales.

The motion passed by the following vote:

AYE: Stretcher Burkes, Corrales, Poole, Blong, Dufford, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

17. 10482 – AN ORDINANCE EXTENDING THE BOUNDARIES OF THE CITY OF MIDLAND, TEXAS, BY ADDING THERETO A CERTAIN AREA ADJOINING THE PRESENT CITY LIMITS, BEING A 9.36-ACRE TRACT OF LAND OUT OF TRACT 5, CITY VIEW ACRES, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED ON THE EAST SIDE OF SOUTH JACKSON STREET, APPROXIMATELY 170 FEET SOUTH OF CLOVERDALE ROAD); ORDERING PUBLICATION; AND ORDERING RECORDATION BY THE CITY SECRETARY (FIRST READING HELD JANUARY 09, 2024) **(DISTRICT: NONE) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10482.

Joy Moraio, 1400 Princeton Avenue, represents the Board of Directors, staff and patients for Midland Community Healthcare Services. Ms. Moraio thanked Council for their time and consideration for this item.

John Norman moved to approve the second and final reading of Ordinance No. 10482; seconded by Dan Corrales.

The motion passed by the following vote:

AYE: Stretcher Burkes, Corrales, Poole, Blong, Dufford, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

18. 10483 – AN ORDINANCE ESTABLISHING THE INITIAL ZONING CLASSIFICATION OF THE AREA INDICATED AS BEING A 9.36-ACRE TRACT OF LAND OUT OF TRACT 5, CITY VIEW ACRES, MIDLAND COUNTY, TEXAS, AS AN LR, LOCAL RETAIL DISTRICT; SAID TRACT BEING GENERALLY LOCATED ON THE EAST SIDE OF SOUTH JACKSON STREET, APPROXIMATELY 170 FEET SOUTH OF CLOVERDALE ROAD; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION (DISTRICT: NONE) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE) (FIRST READING HELD JANUARY 09, 2024) **(DISTRICT: NONE) (DEVELOPMENT SERVICES)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10483.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10483; seconded by John Norman.

The motion passed by the following vote:

AYE: Stretcher Burkes, Corrales, Poole, Blong, Dufford, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

19. 10484 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 11, BLOCK 3, CRESTLAWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, FROM MF-16, MULTIPLE-FAMILY DWELLING DISTRICT, TO SF-3, SINGLE-FAMILY DWELLING DISTRICT. (GENERALLY LOCATED ON THE SOUTH SIDE OF WEST COWDEN AVENUE, APPROXIMATELY 215 FEET WEST OF NORTH PECOS STREET) CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION (FIRST READING HELD JANUARY 09, 2024) **(DISTRICT 3) (DEVELOPMENT SERVICES)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10484.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10484; seconded by John Norman.

The motion passed by the following vote:

AYE: Stretcher Burkes, Corrales, Poole, Blong, Dufford, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

20. 10485 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR LOT 2, BLOCK 1, LEGION ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS. (GENERALLY LOCATED ON THE SOUTH SIDE OF VETERANS AIRPARK LANE, APPROXIMATELY 1,110 FEET WEST OF NORTH BIG SPRING STREET), WHICH IS PRESENTLY ZONED RR, REGIONAL RETAIL DISTRICT, ALLOWING SUCH 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 (FIRST READING HELD JANUARY 09, 2024) **(DISTRICT 3)**
(DEVELOPMENT SERVICES)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10485.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10485; seconded by Scott Dufford.

The motion passed by the following vote:

AYE: Stretcher Burkes, Corrales, Poole, Blong, Dufford, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

21. 10486 – AN ORDINANCE GRANTING A SPECIAL EXCEPTION FOR LOT 2, BLOCK 1, WESTERN MESA ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE SOUTH SIDE OF NEELY AVENUE, APPROXIMATELY 165 FEET EAST OF NORTH L STREET), BY PERMITTING A REDUCED MINIMUM REAR YARD SETBACK AND A REDUCED MINIMUM SIDE YARD SETBACK ON THE EAST SIDE OF THE PROPERTY; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); ORDERING RECORDATION BY THE CITY SECRETARY IN THE DEED RECORDS OF MIDLAND COUNTY, TEXAS; AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE) (FIRST READING HELD JANUARY 09, 2024) **(DISTRICT 3)**
(DEVELOPMENT SERVICES)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10486.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10486; seconded by Robin Poole.

The motion passed by the following vote:

AYE: Stretcher Burkes, Corrales, Poole, Blong, Dufford, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

22. 10487 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITH TERM FOR A 1,360-SQUARE FOOT PORTION OF LOT 8, BLOCK 2, LONE STAR BUSINESS PARK, SECTION 3, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH STATE HIGHWAY 349 AND MAVERICK LANE), WHICH IS PRESENTLY ZONED LR, LOCAL 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 (FIRST READING HELD JANUARY 09, 2024) **(DISTRICT 1) (DEVELOPMENT SERVICES)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10487.

Jack Ladd moved to approve the second and final reading of Ordinance No. 10487; seconded by Scott Dufford.

The motion passed by the following vote:

AYE: Stretcher Burkes, Corrales, Poole, Blong, Dufford, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

PUBLIC HEARINGS

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

23. 10488 – AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR LOT 8, LESS THE NORTH 30 FEET, AND LOT 9, BLOCK 4, STOCKARD ACRES ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF GOODE STREET, APPROXIMATELY 315 FEET NORTH OF CARTER STREET), WHICH IS PRESENTLY ZONED C, COMMERCIAL 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 (DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE) **(DISTRICT 2) (DEVELOPMENT**

SERVICES)

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10488.

Landon Ochoa, Senior Planner, gave a brief overview of the item noting it is a request for a Specific Use Designation (SUD). No objections have been received and staff recommends approval.

Mayor Blong opened the public hearing at 1:32 p.m. There being no one present wishing to speak, the public hearing was immediately closed.

Dan Corrales moved to approve the first of two readings of Ordinance No. 10488; seconded by Robin Poole.

The motion passed by the following vote:

AYE: Stretcher Burkes, Corrales, Poole, Blong, Dufford, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

24. 10489 – AN ORDINANCE VACATING AND ABANDONING A 0.25-ACRE PORTION OF SINCLAIR AVENUE RIGHT-OF-WAY AND A 0.08-ACRE PORTION OF ALLEY RIGHT-OF-WAY, BOTH LOCATED ADJACENT TO THE NORTH 380 FEET OF THE EAST HALF OF THE SOUTH HALF OF TRACT 2, SUNSET ACRES, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF THE INTERSECTION OF NORTH MIDKIFF ROAD AND SINCLAIR AVENUE); ADOPTING THE APPRAISAL BY THE ASSISTANT CITY MANAGER OF \$7,623.00; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT: 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE) **(DISTRICT 3) (DEVELOPMENT SERVICES)**

Deputy City Secretary Jan Hamilton read the caption of Ordinance No. 10489.

Landon Ochoa, Senior Planner, recently received an objection letter and recommends the item be deferred. The applicant is concerned about the dumpster and not being able to take out his trash.

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

Kathleen Kirwan-Haynie, 2403 Sinclair, Executive Director of Senior Life Midland, reported they are set to finish this project in one month. Ms. Kirwan-Haynie reported they deliver 500 meals a week and that the neighbor signed an agreement that they were okay with this.

William Parsons, 1300 W. Missouri, Vandergriff Group, provided a brief history of the process of vacating the alley and Sinclair. This will not prevent trash from being picked up.

There being no one else wishing to speak, the public hearing was closed at 1:39 p.m.

Scott Dufford moved to approve the first of two readings of Ordinance No. 10489; seconded by Robin Poole.

The motion passed by the following vote:

AYE: Stretcher Burkes, Corrales, Poole, Blong, Dufford, Ladd, Norman

NAY: None

ABSTAIN: None

ABSENT: None

MISCELLANEOUS

25. 2024-023 – RESOLUTION AUTHORIZING THE EXECUTION OF A MASTER DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MIDLAND, THE MIDLAND DEVELOPMENT CORPORATION, AND MIDLAND DOWNTOWN RENAISSANCE, LP, REGARDING THE DEVELOPMENT OF CERTAIN REAL PROPERTY INCLUDING LOTS 1A, 5, 6, 7, AND 8, BLOCK 35, ORIGINAL TOWN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS **(DISTRICT 2) (CITY MANAGER)**

Assistant City Manager Jose Ortiz gave an overview of the item noting this is a way to invest in the future of Midland by building a four-plus star convention center hotel. Mr. Ortiz provided information regarding Transformative Growth/Project Benefits for local businesses and how it relates to the City's strategic goals.

Planning & Development Officer Elizabeth Triggs provided additional information on the project noting that the Midland downtown assessed value per acre is triple the value per acre of any other part of the city, at \$67.3 million per acre.

Ms. Triggs also reported on Downtown Synergy: Aligning Strategic Investments and compared significant positive changes that have greatly benefited the downtown area in other cities.

City Manager Tommy Gonzalez provided several examples of how TIRZ will effect developing downtown.

Assistant City Manager Jose Ortiz and Planning & Development Officer Elizabeth Triggs both continued to share information regarding everything from projected costs and parking to incentives just to name a few. The entire presentation can be viewed on the City of Midland's website.

Midland Development Corporation Director Sara Harris spoke briefly on the differences of the former possible hotels deals from years past.

Michael McWilliams, 1903 Douglas, spoke in favor of this item.

Bob Crites, 606 E. Broadway Street, spoke in opposition of this item.

William Veil, El Paso, spoke in favor of this item.

Bill Graham, 3806 Saint Andrews Court, spoke in opposition of the contributions of the City but is not against the hotel.

Grant Billingsley, 901 Pine Court, spoke in favor of this item and the long term benefits of this project.

Janet Harris, 2201 Shell Ave, spoke in opposition of this item.

Travis Stive, 4906 Rustic Trail, Diamondback, spoke in favor of this item and how it will benefit the City of Midland.

Shafik Tejan, 4113 Radcliff Court, spoke about the hotel Odessa built and gave advice to the Midland Council about what not to do.

Tim Leach, 2735 Racquet Club, spoke in favor of this item and the need to reinvest in this community.

Heather Bredimus, 4013 Fairwood, spoke in opposition of this item and the importance of being fiduciarly responsible.

Jeff Beard, 4507 Teakwood, spoke in favor of this item and the benefits it will bring to the City of Midland.

Tim Cleverdon, 4704 Island Drive, spoke in opposition of this item as it is proposed and believes the public needs more information.

Stephen Lowery, 4509 Corsair Court, former MDC Board member, spoke in favor of this item and reported that citizens of Midland are stake-holders in this project and will benefit from it's services.

Jarrood Sparks, 3917 Baybrook Court, not for or against but has questions about the funds such as having a zero percent loan where the MDC can have money come back for further reinvestment, and are there any continued performance incentives for tax rebates?

Richard Coats, 3006 Racquet Club Drive, spoke in favor of this item and gave a brief history about trying to bring a hotel here several years ago.

Brandon McMorries, 3211 Chelsea Place, spoke in opposition of this item as he is concerned about using tax payer funds to pay for it.

Rob Montgomery, 2209 Stanolind Ave, spoke in favor of this item on behalf of Permian Resources as it will be a great fixture for all of Midland and those coming in for business reasons.

Katie Joyner, 405 West Broadway Street, spoke in favor of this item reporting it will be transformative for Midland.

Chas Perry, 1411 Country Club, spoke in favor of this item as it is an investment in
PACKET 4a.10 February 13, 2024

Midlands' future.

John Kennedy, 1202 Douglas, spoke in favor of this item and reiterated what Mr. Billingsley said about the history of some hotels in Midland.

Krista Escamilla, 5802 Grassland Court, owners of Rig ID and Escamilla Media, spoke in favor of this item.

Council Member Norman thanked City staff and reported "we are doing great things in Midland". Council Member Norman also reported on the need to change some processes within the City of Midland to become fair and equitable.

Council Member Dufford spoke in favor of the hotel and revitalizing downtown.

Council Member Poole reported that the project is wonderful but as a fiscal conservative the \$45 Million dollar price tag is too high.

Council Member Amy Stretcher Burkes spoke in favor of the hotel and the benefits of quality of life it will bring to Midland.

Council Member Ladd spoke in favor of the hotel and looks at this as an investment for the City of Midlands' future. Council Member Ladd provided questions from constituents to Midland Development Director Sara Harris

Midland Development Director Sara Harris reported that about two years ago the MDC Board committed 30% of annual revenues to infrastructure including new roads, water and sewer in Midland. Ms. Harris also reported on projections by 2025 and answered additional questions.

Council Member Corrales provided several details as to why he is in opposition of this item.

Mayor Blong spoke in favor of this item and reported being fiscally conservative is giving up something you don't have to gain something you don't have.

Please note: this entire conversation can be found in full on the City of Midlands' website at www.midlandtexas.gov.

Scott Dufford moved to approve Resolution No. 2024-023; seconded by John Norman.

The motion passed by the following vote:

AYE: Stretcher Burkes, Blong, Dufford, Ladd, Norman

NAY: Corrales, Poole

ABSTAIN: None

ABSENT: None

PUBLIC COMMENT

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

EXECUTIVE SESSION

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

There was no Executive Session for this meeting.

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.

All the business at hand having been completed, the meeting adjourned at 1:40 p.m.

PASSED AND APPROVED February 13, 2024.

Lori Blong, Mayor

ATTEST:

Marcia Bentley-German
City Governance Officer/City Secretary



DATE: February 13, 2024

To: The Honorable Mayor and City Council Members

FROM: John Ohnemiller, City Attorney
Nicholas Toulet, Sr. Assistant City Attorney

SUBJECT: *Resolution establishing the Midland Youth Advisory Commission; adopting the Midland Youth Advisory Commission Bylaws; and authorizing the Midland Youth Advisory Commission to enter into a partnership with the Bush Family Home State Historical Site in furtherance of the purpose set forth in the Bylaws and for providing the youth of the City of Midland with opportunities to learn and gain experience in local government*

The proposed resolution (i) establishes the Midland Youth Advisory Commission (MYAC); (ii) adopts the MYAC Bylaws; and (iii) authorizes a partnership between MYAC and the Bush Family Home State Historical Site to assist with the administration of MYAC.

The purpose of MYAC is to provide the youth of the City of Midland with opportunities to learn about civic processes, gain experience in governance, become leaders in the community, and assist and advise boards, committees, and commissions on issues deemed appropriate by the Midland City Council. MYAC membership is open to students from grades 10-12 who reside in the City of Midland and attend any secondary education program in the City of Midland.

If you have any questions regarding this matter, please do not hesitate to contact our office.

RESOLUTION NO. _____

RESOLUTION ESTABLISHING THE MIDLAND YOUTH ADVISORY COMMISSION; ADOPTING THE MIDLAND YOUTH ADVISORY COMMISSION BYLAWS; AND AUTHORIZING THE MIDLAND YOUTH ADVISORY COMMISSION TO ENTER INTO A PARTNERSHIP WITH THE BUSH FAMILY HOME STATE HISTORICAL SITE IN FURTHERANCE OF THE PURPOSE SET FORTH IN THE BYLAWS AND FOR PROVIDING THE YOUTH OF THE CITY OF MIDLAND WITH OPPORTUNITIES TO LEARN AND GAIN EXPERIENCE IN LOCAL GOVERNANCE

WHEREAS, the Midland City Council finds it to be in the public interest to establish the Midland Youth Advisory Commission; and

WHEREAS, the Midland City Council finds it to be in the public interest to adopt and establish the Midland Youth Advisory Commission Bylaws; and

WHEREAS, the Midland City Council finds it to be in the public interest to authorize the Midland Youth Advisory Commission to enter into a partnership with the Bush Family Home State Historical Site in furtherance of the purpose set forth in the Bylaws and for providing the youth of the City of Midland with opportunities to learn and gain experience in local government;

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

SECTION ONE. That the Midland Youth Advisory Commission is hereby established.

SECTION TWO. That the Midland Youth Advisory Commission Bylaws, which are attached to this Resolution as Exhibit A and incorporated herein for all legal purposes, are hereby adopted and approved.

SECTION THREE. That the Midland Youth Advisory Commission is hereby authorized to enter into a partnership with the Bush Family Home State Historical Site in furtherance of the purpose set forth in the Bylaws and for providing the youth of the City of Midland with opportunities to learn and gain experience in local government.

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., 2024, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German City Secretary

RECOMMENDED AND APPROVED:

Tommy Gonzalez, City Manager

APPROVED AS TO FORM ONLY:

John Ohnemiller, City Attorney

MIDLAND YOUTH ADVISORY COMMISSION

BYLAWS

ARTICLE I

Name

The name of this organization shall be the Midland Youth Advisory Commission (“MYAC”).

ARTICLE II

Purpose

The purpose of MYAC is to provide the youth of the City of Midland with opportunities to learn about civic processes, gain experience in governance, become leaders in the community, and assist and advise boards, committees, and commissions on issues deemed appropriate by the Midland City Council. MYAC is advisory and educational in nature.

ARTICLE III

Members

MYAC membership is open to students from grades ten through twelve who reside in the City of Midland and attend any secondary education program in the City of Midland. The number of members will be capped at twenty-four (24) during any single school year, and a liaison designated by the Midland City Council (the “MYAC Liaison”) and/or the Bush Family Home State Historical Site (SHS) Site Manager shall make reasonable efforts to include a proportional number of students from each grade level. Members serve one-year terms beginning September 1 and ending June 30. Students who wish to serve beyond a single one-year term may reapply for membership.

MYAC does not discriminate on the basis of race, color, religion, disability, gender, sexual orientation, age, national origin, or any other protected class recognized by law.

ARTICLE IV

Officers

Officer Positions

1. Chair – Facilitates meetings, represents MYAC at community events, communicates with the MYAC Liaison and/or the Bush Family Home SHS Site Manager, and coordinates meeting agendas.

2. Vice Chair – Serves as Chair when the Chair is unable to fulfill his or her duties, assists the Chair in all duties, coordinates special events and provides status updates to the Chair, and serves as Chairperson of the Recruitment Committee as needed.
3. Secretary: Records matters discussed and completed at each meeting, distributes minutes and meeting announcements, works with MYAC Liaison and/or the Bush Family Home SHS Site Manager to ensure agendas are properly posted, and corresponds for MYAC as needed.
4. Project Coordinator: Responsible for planning and implementing community service projects and special events.

Officer positions will be filled as determined by MYAC.

Elections

Officers shall be elected by a majority vote of the members. Elections shall be held in November of each year. Elections shall be by ballot unless there is only one person nominated for each office, in which case a voice vote shall be permissible. Officers shall serve for one year or until their successors are elected.

Vacancies

If the position of Chair becomes vacant, the Vice Chair will assume the position of Chair. If the position of Vice Chair becomes vacant, the position will be filled by a member elected by MYAC members. Efforts will be made to fill vacant Officer positions as they occur. Applications for vacant positions will be accepted continuously. All applications received by the announced deadline will be considered.

ARTICLE V

Meetings and Policies

Regular Meetings

MYAC shall hold regular meetings during the fourth week of the month from September through May. Meetings shall be held at the Bush Family Home State Historic Site, located at 1412 W. Ohio Avenue, Midland, Texas, or at such other location as may be determined by the MYAC Liaison and/or the Bush Family Home SHS Site Manager. The time and date of each meeting will be determined by the MYAC Officers, the MYAC Liaison and/or the Bush Family Home SHS Site Manager.

Special Meetings

Special meetings may be called by (i) the Chair, (ii) at the request of four (4) or more members, or (iii) at the request of the MYAC Liaison and/or the Bush Family Home SHS Site Manager.

Quorum

One quarter (1/4) of the number of members shall constitute a quorum for the conduct of official business of MYAC.

Attendance at Meetings

Members must attend at least eighty percent (80%) of the meetings per year and actively participate in the annual service project to maintain membership. If a member is going to be absent from a meeting, the member must notify the Chair at least five (5) days prior to the date of the meeting.

Academic Requirement

Members must pass all classes for the academic school year.

Behavioral Issues; Dismissal of Member

Members that exhibit a behavioral issue will receive a verbal warning. If the member continues to exhibit a behavioral issue, the member will receive a written warning. If a member has previously received a written warning and continues exhibiting a behavioral issue, the matter shall be reviewed by the MYAC Officers, and the member may be dismissed from further participation in MYAC.

Policies

MYAC may establish policies governing the conduct of members and other MYAC matters by a majority vote of a quorum at a regular meeting. A document listing all MYAC policies will be maintained and made available to all members.



City Council Meeting

Item Number: 6
Meeting Date: February 13, 2024
To: City Council / City Manager
From: Erika Martinez, Manager, Purchasing
Subject: RESOLUTION AUTHORIZING THE PURCHASE OF 8,000 GALLONS OF LIQUID COPPER SULFATE PENTAHYDRATE 19.8% MOLLUSCICIDE NEEDED FOR THE CONTROL OF QUAGGA AND ZEBRA MUSSELS IN THE RAW DRINKING WATER SYSTEMS FROM CHAMELEON INDUSTRIES, INC., FOR A TOTAL COST OF \$136,000.00 (DISTRICT: NONE) (GENERAL SERVICES)

Purpose:

Resolution approving the purchase of an annual supply of molluscicide for control of quagga and zebra mussels in the City's raw drinking water systems to the sole bidder Chameleon Industries, Inc. of Mesquite, Texas for a total cost of \$136,000.00.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the Water and Sewer operating budget.

Strategic Priority:

Strengthen and Sustain our Infrastructure

Discussion:

The City Manager approved specifications and authorized advertisement for bids for an estimated annual supply of molluscicide for control of quagga and zebra mussels in the City's raw drinking water systems. Four (4) bid requests were issued. We received a sole bid. Staff recommends awarding to the sole bidder, Chameleon Industries, Inc. Please see the attached

memo from Raymond Saddler, Water Purification Plant Superintendent, for more information.

Therefore, please consider a resolution awarding an estimated annual supply of molluscicide for control of quagga and zebra mussels in the City's raw drinking water systems to the sole bidder Chameleon Industries, Inc. of Mesquite, Texas for a total cost of \$136,000.00.



City Manager's Office



INTEROFFICE MEMORANDUM

TO: Regina Stephenson, Director of General Services
FROM: Raymond Saddler, Water Purification Plant Superintendent
SUBJECT: Drinking water treatment chemicals for FY2024
DATE: January 10, 2024

The recommendation for the drinking water treatment chemicals this year are as follows:

Items 1: Copper sulfate Molluscicide

Should be awarded to **Chameleon Industries, Inc.** We are recommending accepting the single bid from Chameleon Industries, Inc. Chameleon Industries is the single and sole qualified bidder for the Chemical being used for the eradication of invasive Zebra Mussels in the Cities raw drinking water supply and treatment plant.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE PURCHASE OF
8,000 GALLONS OF LIQUID COPPER SULFATE
PENTAHYDRATE 19.8% MOLLUSCICIDE NEEDED
FOR THE CONTROL OF QUAGGA AND ZEBRA
MUSSELS IN THE RAW DRINKING WATER SYSTEMS
FROM CHAMELEON INDUSTRIES, INC., FOR A
TOTAL COST OF \$136,000.00**

WHEREAS, the City Manager approved the specifications and authorized the advertisement for bids for an estimated annual supply of molluscicide needed for the control of quagga and zebra mussels in the City's raw drinking water systems; and

WHEREAS, Bid No. 24001745 was opened on January 10, 2024 with the sole bid being provided by Chameleon Industries, Inc.; and

WHEREAS, the Council finds the price proposed by the Chameleon Industries, Inc., to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to authorize the purchase of 8,000 gallons of liquid copper sulfate pentahydrate 19.8% for the control of quagga and zebra mussels in the City's raw drinking water systems from Chameleon Industries, Inc.;

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

SECTION ONE. That the City Manager is hereby authorized and directed to purchase said molluscicide for the control of quagga and zebra mussels in the City's raw drinking water systems from Chameleon Industries, Inc., for a total cost of \$136,000.00.

SECTION TWO. That funds shall be available in the Water and Sewer operating budget.

SECTION THREE. That upon receipt of proper invoice or statement approved by the City Manager, the City Comptroller is hereby authorized and directed to pay for said molluscicide for the for the control of quagga and zebra mussels in the City's raw drinking water systems out of funds available in the Water and Sewer operating budget.

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., 2024, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Regina Stephenson, General Services Director

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

City of Midland - Bid Tabulation

BID # 24001745 EPA APPROVED -Molluscicide for control of Zebra Mussels OPENED January 10, 2024			Chameleon Industries Inc. PO Box 853027 Mesquite, TX 75185 972-880-1493	
ITEM	QTY	DESCRIPTION	COST EACH	TOTAL
1	8,000	Annual Supply of Liquid Copper Sulfate Pentahydrate 19.8% Molluscicide	\$17.00	\$136,000.00
	gals			
2	1	Delivery and Unloading	NA	NA
		Delivery Date :	3 Days ARO	
TOTAL:			\$136,000.00	

Bidding Summary:

4 Bid requests were issued.

1 Bids listed above

1 NO BID was received.

**2 Bidders did not respond.
Incomplete Proposals**



City Council Meeting

Item Number: 7
Meeting Date: February 13, 2024
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., D/B/A PARKHILL FOR TEXAS COMMISSION ON ENVIRONMENTAL COMPLIANCE LANDFILL TESTING FOR A TOTAL COST OF \$277,200.00 (DISTRICT: ALL) (GENERAL SERVICES)

Purpose:

Resolution authorizing a professional services agreement for Texas Commission on Environmental Compliance (TCEQ) Landfill Testing Design services with Parkhill, Smith & Cooper, Inc. dba Parkhill for a total cost of \$277,200.00.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the Sanitation operating budget.

Strategic Priority:

Provide Sound Governance & Fiscal Management

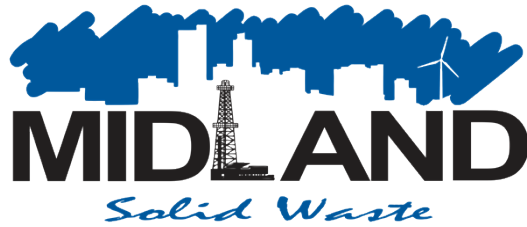
Discussion:

Staff recommends the authorization of a professional services agreement with Parkhill, Smith & Cooper, Inc. dba Parkhill for Texas Commission on Environmental Compliance (TCEQ) Landfill Testing services. Please see the attached memo from Jeffery Ahrlett, Director of Solid Waste, for additional information.

Therefore, please consider a resolution authorizing the execution of a professional services agreement for Texas Commission on Environmental Compliance (TCEQ) Landfill Testing Design services with Parkhill, Smith & Cooper, Inc. dba Parkhill for a total cost of \$277,200.00.



City Manager's Office



INTEROFFICE MEMORANDUM

TO: Erika Munoz Martinez, Purchasing Manager
FROM: Jeffery Ahrlett, Director of Solid Waste
SUBJECT: Professional Services for TCEQ Landfill Compliance Testing
DATE: January 22, 2024
CC: Carl Craig, Managing Director

I am requesting the approval of a professional services agreement with Parkhill to provide essential Texas Commission on Environmental Quality compliance related testing at the Landfill. This testing will include: Air permit compliance certification, (NMOC) Nonmethane organic compounds testing, Greenhouse gas reporting, Annual volume reporting, and Groundwater monitoring. Parkhill has a firm knowledge of the City of Midland landfill and its testing requirements, as they have worked with the Landfill for over thirteen years. The cost associated with the professional services agreement are based on the reporting requirements.

Solid Waste is seeking council approval for the Midland Landfill professional services agreement with Parkhill for a total of \$277,200. Funding is available in Sanitation Fund operating budget.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT WITH
PARKHILL, SMITH & COOPER, INC., D/B/A
PARKHILL FOR TEXAS COMMISSION ON
ENVIRONMENTAL COMPLIANCE LANDFILL
TESTING FOR A TOTAL COST OF \$277,200.00**

WHEREAS, professional engineering services are required for the essential Texas Commission on Environmental Quality compliance related testing at the City of Midland Landfill; and

WHEREAS, Parkhill, Smith & Cooper, Inc., d/b/a Parkhill (“Parkhill”) has agreed to perform said professional services for a total cost of \$277,200.00; and

WHEREAS, the City Council finds that Parkhill is qualified to perform said professional services; and

WHEREAS, the City Council finds that the professional fees proposed by Parkhill 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 provides professional services for a fair and reasonable price; and

WHEREAS, the City Council finds it to be in the public interest to execute professional services agreement with Parkhill 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;

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

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

SECTION TWO. That funding shall be available in the Sanitation operating budget.
PACKET 7.4 February 13, 2024

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Parkhill pursuant to the terms of said professional services agreement upon receipt of proper invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2024, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Regina Stephenson, General Services Director

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

PROFESSIONAL SERVICES AGREEMENT
24002699

THIS AGREEMENT is made and effective the 14 day of February 2024, by and between the CITY OF MIDLAND, TEXAS (“*CITY*”), a home-rule municipal corporation, and Parkhill, Smith & Cooper, Inc. dba Parkhill (“*COMPANY*”). CITY and COMPANY are at times individually referred to as a “*Party*” and collectively referred to as the “*Parties*.”

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform Texas Commission of Environmental Quality (TCEQ) Landfill Compliance Testing services (the “*Services*”) for CITY. The Services are more specifically set forth in **Exhibit A**, which is attached hereto and incorporated herein for all purposes.

ARTICLE II. SERVICES TO BE PERFORMED

COMPANY shall provide the Services in a manner consistent with the same level of skill and care as other professionals that perform similar services for similar projects in approximately the same region and at approximately the same point in time. COMPANY represents that any employee who performs the Services shall be fully qualified and competent to perform the Services.

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY an amount not to exceed \$277,200.00 for the performance of the Services. CITY agrees to pay COMPANY according to the schedule set forth in **Exhibit A** upon presentation of a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in **Exhibit A** that COMPANY incurs during the previous month for which COMPANY receives advanced written approval from the City Manager. All additional and/or reimbursable expenses must be approved by the City Manager prior to incurring such expenses.

Within thirty (30) days of the date COMPANY’s invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY shall notify COMPANY of CITY’s objection and the grounds therefor within fifteen (15) days of the date of receipt of the invoice, and the Parties shall immediately make every

effort to settle the disputed portion of the invoice. Notwithstanding the foregoing, CITY shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

ARTICLE IV. TERM

The term of this Agreement shall be from February 14, 2024 until the project is completed, or the Agreement is terminated as provided below.

ARTICLE V. TERMINATION AT WILL

CITY may terminate this Agreement at will, for any or no reason, upon giving COMPANY at least one hundred eighty (180) days' written notice. The Parties understand and agree that it is in CITY'S sole and absolute discretion to cancel this Agreement during the term set forth in Article IV without penalty to CITY. COMPANY has no expectation and has received no guarantees that this Agreement will not be terminated during the Agreement's term. The Parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during this Agreement's term. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

ARTICLE VI. ASSIGNMENT

COMPANY shall not, either directly or indirectly, assign all or any part of this Agreement, or any interest, right or privilege herein, without obtaining CITY's prior written consent. The issue of whether to grant such consent shall be in the sole and absolute discretion of CITY.

ARTICLE VII. OWNERSHIP AND CONFIDENTIALITY OF DOCUMENTS AND OTHER WORK PRODUCT

All reports, information and other data ("*Instruments of Service*") given to, prepared or assembled by COMPANY under this Agreement, and any other related document or item shall become the sole and exclusive property of CITY. The Instruments of Service shall be promptly delivered, without restriction, to CITY and such other persons or entities as CITY may designate; provided, however, that COMPANY may make copies of the Instruments of Service for its files.

ARTICLE VIII. INDEPENDENT CONTRACTOR

COMPANY shall perform the Services as an independent contractor and not as an officer, agent, servant or employee of CITY. COMPANY shall have exclusive control of and the exclusive

right to control the details of the Services and all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors. The Parties acknowledge and agree that the doctrine of *respondeat superior* shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Agreement shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing the Services shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this Agreement is intended nor shall be construed as creating a “Community of Pecuniary Interest” or “An Equal Right of Control” that would give rise to vicarious liability. COMPANY is an independent contractor under this Agreement and shall assume all rights, obligations, and liabilities applicable to it as an independent contractor. CITY does not have the power to direct the order in which the services are performed. CITY shall not have the right to control the means, methods or details of COMPANY’S work. COMPANY shall assume exclusive responsibility for performing the Services, and is entirely free to perform the Services in its own way.

ARTICLE IX. INSURANCE

During the term of this Agreement, COMPANY shall maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):

-Personal Injury: \$1,000,000.00 per person
 \$1,000,000.00 per occurrence

-Property Damage: \$500,000.00 per occurrence

Business Automobile Liability: \$250,000.00 combined single limit -
 Personal Injury and Property Damage

Workers’ Compensation: Statutory limits

Employers’ Liability: \$500,000.00 per accident or occurrence

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

The Business Automobile Liability policy shall cover any vehicle for bodily injury and

property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of \$250,000.00 covering any vehicle used for the execution of the Services. This policy shall name CITY as an additional insured and waive subrogation in favor of CITY.

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

All insurance policies required by this Agreement shall (i) provide for a waiver of subrogation in favor of CITY, and (ii) name CITY as an additional insured on a claims-occurred basis (except for the Workers' Compensation policy). Prior to any reduction or termination of the insurance policies referenced herein, COMPANY shall ensure that its insurance provider submits written notice to CITY no later than thirty (30) days prior to the reduction or termination of such coverage.

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

Prior to the execution of the Agreement, COMPANY shall provide one or more certificates of insurance specifically stating that requirements of this Article have been met, which shall be subject to the approval of CITY. CITY shall not be required to provide any insurance pursuant to this Agreement.

By executing this Agreement, COMPANY certifies that the certificate of insurance provided pursuant to this Article complies with the requirements of Chapter 1811 of the Texas Insurance Code. COMPANY shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law and this Agreement is the sole and exclusive responsibility of COMPANY.

Notwithstanding any contrary provision contained herein, the City Manager, in his/her sole and absolute discretion, modify the insurance requirements contained in this Article.

ARTICLE X. ATTORNEY FEES

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

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

COMPANY IS RELYING ON ITS OWN JUDGMENT AND HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE XI. GOVERNMENTAL IMMUNITY

By executing this Agreement, CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

ARTICLE XII. NO THIRD-PARTY BENEFICIARY

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

ARTICLE XIII. RELEASE

NOTWITHSTANDING ANY CONTRARY PROVISION CONTAINED HEREIN, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY AND ITS AGENTS, COUNCIL MEMBERS, EMPLOYEES, AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE XIV. GENERAL PROVISIONS

A. Waiver. No waiver by CITY of a breach of any covenant, condition, or restriction of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction contained in this Agreement.

B. Governing Law and Venue. The laws of the State of Texas shall govern, construe and enforce all rights and duties of the Parties, including, but not limited to, tort claims and any contractual claims or disputes arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. The obligations and undertakings of the

Parties shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claim, suit, or other action arising from or connected in any way to this Agreement shall be in Midland County, Texas.

C. Notice. Any notice or demand made regarding this Agreement shall be made in writing and delivered, either in person or by certified or registered mail, at the addresses provided below. Notice by mail shall be complete upon deposit of the paper, postage prepaid, in a post office or official depository under the care and custody of the United States Postal Service.

If to CITY: City Manager's Office
 P.O. Box 1152
 Midland, Texas 79702

If to COMPANY: 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. If one or more of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision were never contained herein.

E. Use of Language. Words in the singular shall be held to include the plural, unless the context otherwise requires.

F. Amendments, Modifications, Alterations. No amendment, modification, or alteration of this Agreement shall be binding unless such is evidenced in writing, dated subsequent to the date of this Agreement, and duly executed by the Parties.

G. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed as original, and all of which shall constitute one and the same instrument.

H. Federal Wage Requirements. If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Agreement, and all terms and requirements under said statutes and regulations are made terms and conditions of this Agreement, to which the Parties have agreed to be bound.

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit

for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, COMPANY or its legal representative shall give the City Manager, or any other reasonable official of CITY, written notice (consisting of one (1) original and seven (7) copies of such notice attached to a copy of this Agreement) of such duly-verified damages within one hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of such notice. The notice shall include when, where, and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented, the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim. COMPANY's failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY'S notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after COMPANY's receipt of such notice.

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

J. Prompt Pay Act. The Parties agree that Texas Government Code, Chapter 2251, Payment for Goods and Services does not waive the CITY's governmental immunity.

K. Compliance. COMPANY shall comply with Texas Government Code § 2252.908, *et seq.*, as amended, and Texas Local Government Code § 176.006, *et seq.*, as amended.

L. Anti-Boycott Statutes. To the extent that Tex. Gov't Code §§ 2271.002 and 2274.002 apply to this Agreement, COMPANY hereby verifies that:

- COMPANY does not boycott Israel and will not boycott Israel during the term of

this Agreement;

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

If Tex. Gov't Code § 2270.002 does not apply to this Agreement, such verification is not required, and COMPANY shall be deemed to have not made such verification.

M. Records Retention and Production of Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY shall: (i) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to CITY for the duration of the contract; (ii) promptly provide to CITY any contracting information related to the Agreement that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Agreement, either (a) provide at no cost to CITY all contracting information related to the Agreement that is in the custody or possession of COMPANY, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to CITY.

N. Public Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY agrees as follows in accordance with Tex. Gov't Code § 552.372(b): The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

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

Agreement that precede the signature page(s), which evidences the Parties' execution and acceptance hereof.

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

Q. Interpretation. By executing this Agreement, the Parties acknowledge and agree that this Agreement shall not be interpreted or construed against any Party solely because such Party or its legal counsel drafted this Agreement. The Parties have read, understood, and approve of the language and terms set forth herein.

ARTICLE XV. INDEMNITY

COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, THEIR AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES, AND EXPENSES OF ANY CHARACTER WHATSOEVER INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON

ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CITY, CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH COMPANY OR COMPANY'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

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

[Signature Page(s) Follows]

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

Tommy Gonzalez, City Manager

ATTEST:

Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED AS TO FORM ONLY:

John Ohnemiller, City Attorney

COMPANY:

By: _____

Name: _____

Title: _____

STATE OF _____ §

§

COUNTY OF _____ §

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

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

Notary Public, State of Texas

January 19, 2024

Mr. Jeffery Ahrlett
Solid Waste Director
City of Midland
P.O. Box 1152
Midland, Texas 79702-1152

Re: City of Midland Landfill – TCEQ MSW Permit No. 1605B
FY 2023-2024 Professional Services
Proposed Scope and Professional Fees

Dear Mr. Ahrlett:

As you requested, we have prepared an Engineering Scope of Services and associated fee estimates for annual compliance related items at the City of Midland Landfill for Fiscal Year 2023-2024. A summary of the fee estimates are as follows:

Professional Services Fee Summary.....	\$277,200
• Air Permit Compliance Certification	\$3,400
• NMOC Tier II Testing	\$65,000
• NMOC Reporting	\$5,600
• Greenhouse Gas Reporting	\$3,400
• Annual Volume Report for	\$25,400
o Surveying	\$12,300
o Report Preparation	\$13,100
• Groundwater Monitoring	\$74,400
• Miscellaneous Services (Hourly with Max.)	\$100,000

Air Permit Compliance Certification

The landfill's Federal Title V air permit requires the facility to submit an annual compliance certification to report deviations, if any, from the permit during the previous year. Our fee is based on the following Scope of Services:

- Determine deviations during previous operating year.
- Prepare permit compliance certification form.
- Prepare designated official and responsible official form.
- Review draft certification with city staff.
- Incorporate comments from city staff.
- Submit certification forms to regulatory agencies.
- Prepare report documentation for recordkeeping.

NMOC Tier II Testing

To remain in compliance with state and federal regulations, NMOC Tier II testing needs to be completed no later than June 2024. No more than 50 landfill gas samples will be taken from the landfill and analyzed by an air testing laboratory. Parkhill will review the results of the analysis and calculate updated NMOC emissions rates. Our fee is based on the following scope of services:

- Perform field survey to locate sample locations.
- Collect 50 landfill gas samples from areas with waste greater than two years old.
- Analyze gas samples for required compounds.
- Perform NMOC emission calculations.
- Prepare NMOC report for review by city staff.
- Submit necessary documentation to regulatory agencies.

NMOC Reporting

As a condition of the landfill's Federal Title V air permit, the facility must prepare and submit an annual estimate of the Non-Methane Organic Compound (NMOC) emissions from the site. Our fee is based on the following Scope of Services:

- Perform NMOC emission calculations.
- Prepare NMOC report for review by city staff.
- Submit necessary documentation to regulatory agencies.

Greenhouse Gas Reporting

As part of the EPA's Greenhouse Gas (GHG) reporting rule, the City of Midland's landfill is subject to annual emissions reporting. Our fee is based on the following scope of services:

- Process waste acceptance data from previous year.
- Perform emission calculations.
- Generate draft GHG report.
- Review draft report with city staff.
- Incorporate comments from city staff.
- Submit final GHG report to EPA.
- Prepare report documentation for recordkeeping.

Annual Volume Report

The annual volume report required by TCEQ is to be prepared and submitted following the end of the state's fiscal year, which ends August 31, 2024.

Parkhill will survey all areas of the landfill that received waste during the previous 12-month period. Parkhill will analyze the previous year's waste data and determine compaction rates, waste acceptance rates, and life projections of currently active cells. Our fee is based on the following Scope of Services:

- Topographic survey of active portions.
- Determine waste volume in place from previous operating year.
- Calculate compaction and waste acceptance rates.
- Determine projected life of active cells.
- Prepare summary of data for use by city staff.
- Complete TCEQ annual report form.
- Submit annual report form to TCEQ.

Groundwater Monitoring

Groundwater monitoring will continue at Midland's landfill until the site has completed the post-closure care period. Parkhill will perform the following services for groundwater monitoring at your landfill. These services include the first semi-annual monitoring event and three background monitoring events.

- Sample monitoring wells in detection or background monitoring.
- Laboratory testing of samples for associated constituents.
- Compile and submit electronic files to TCEQ.
- Perform statistical analysis of testing results.
- Prepare and submit analytical reports to TCEQ.
- Create background database update report.

Our proposed fees for groundwater monitoring vary based on the number of wells being sampled, which wells are in background or detection, and the addition of one new monitor well. The fee for groundwater monitoring does not include additional assessment monitoring, sampling, or testing, verification re-sampling or testing, or compiling and submitting alternate source demonstrations. Any of these items will be addressed on an as-needed basis should they occur.

Miscellaneous Services

Occasionally, there are additional tasks that Parkhill is requested to perform. These tasks do not generally fit into one of the tasks previously described. In order to budget for these additional tasks, we propose this miscellaneous task as an hourly rate, not to exceed the amount shown for each fiscal year. This task will only be used for those instances that do not justifiably pertain to a certain task described in this letter.

As we have discussed, depending on results obtained from the NMOC Tier II Testing item, the City of Midland Landfill may be required to permit, design, and install a Landfill Gas Collection and Control System (LFGCCS). This budget for Miscellaneous Services has been adjusted to account for potential LFGCCS related professional services that might be required through the end of FY2023-2024 .

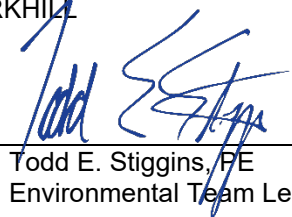
We appreciate the opportunity to provide engineering services to the City of Midland to help maintain your municipal solid waste operations. We would be happy to discuss these services in more detail at your convenience.

If you need any additional information, please call me at 806.473.2200.

Sincerely,

PARKHILL

By



Todd E. Stiggins, PE
Environmental Team Leader | Principal

PROFESSIONAL SERVICES AGREEMENT
24002699

THIS AGREEMENT is made and effective the 14 day of February 2024, by and between the CITY OF MIDLAND, TEXAS (“*CITY*”), a home-rule municipal corporation, and Parkhill, Smith & Cooper, Inc. dba Parkhill (“*COMPANY*”). CITY and COMPANY are at times individually referred to as a “*Party*” and collectively referred to as the “*Parties*.”

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform Texas Commission of Environmental Quality (TCEQ) Landfill Compliance Testing services (the “*Services*”) for CITY. The Services are more specifically set forth in **Exhibit A**, which is attached hereto and incorporated herein for all purposes.

ARTICLE II. SERVICES TO BE PERFORMED

COMPANY shall provide the Services in a manner consistent with the same level of skill and care as other professionals that perform similar services for similar projects in approximately the same region and at approximately the same point in time. COMPANY represents that any employee who performs the Services shall be fully qualified and competent to perform the Services.

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY an amount not to exceed \$277,200.00 for the performance of the Services. CITY agrees to pay COMPANY according to the schedule set forth in **Exhibit A** upon presentation of a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in **Exhibit A** that COMPANY incurs during the previous month for which COMPANY receives advanced written approval from the City Manager. All additional and/or reimbursable expenses must be approved by the City Manager prior to incurring such expenses.

Within thirty (30) days of the date COMPANY’s invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY shall notify COMPANY of CITY’s objection and the grounds therefor within fifteen (15) days of the date of receipt of the invoice, and the Parties shall immediately make every

effort to settle the disputed portion of the invoice. Notwithstanding the foregoing, CITY shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

ARTICLE IV. TERM

The term of this Agreement shall be from February 14, 2024 until the project is completed, or the Agreement is terminated as provided below.

ARTICLE V. TERMINATION AT WILL

CITY may terminate this Agreement at will, for any or no reason, upon giving COMPANY at least one hundred eighty (180) days' written notice. The Parties understand and agree that it is in CITY'S sole and absolute discretion to cancel this Agreement during the term set forth in Article IV without penalty to CITY. COMPANY has no expectation and has received no guarantees that this Agreement will not be terminated during the Agreement's term. The Parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during this Agreement's term. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

ARTICLE VI. ASSIGNMENT

COMPANY shall not, either directly or indirectly, assign all or any part of this Agreement, or any interest, right or privilege herein, without obtaining CITY's prior written consent. The issue of whether to grant such consent shall be in the sole and absolute discretion of CITY.

ARTICLE VII. OWNERSHIP AND CONFIDENTIALITY OF DOCUMENTS AND OTHER WORK PRODUCT

All reports, information and other data ("*Instruments of Service*") given to, prepared or assembled by COMPANY under this Agreement, and any other related document or item shall become the sole and exclusive property of CITY. The Instruments of Service shall be promptly delivered, without restriction, to CITY and such other persons or entities as CITY may designate; provided, however, that COMPANY may make copies of the Instruments of Service for its files.

ARTICLE VIII. INDEPENDENT CONTRACTOR

COMPANY shall perform the Services as an independent contractor and not as an officer, agent, servant or employee of CITY. COMPANY shall have exclusive control of and the exclusive

right to control the details of the Services and all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors. The Parties acknowledge and agree that the doctrine of *respondeat superior* shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Agreement shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing the Services shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this Agreement is intended nor shall be construed as creating a “Community of Pecuniary Interest” or “An Equal Right of Control” that would give rise to vicarious liability. COMPANY is an independent contractor under this Agreement and shall assume all rights, obligations, and liabilities applicable to it as an independent contractor. CITY does not have the power to direct the order in which the services are performed. CITY shall not have the right to control the means, methods or details of COMPANY’S work. COMPANY shall assume exclusive responsibility for performing the Services, and is entirely free to perform the Services in its own way.

ARTICLE IX. INSURANCE

During the term of this Agreement, COMPANY shall maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):

-Personal Injury: \$1,000,000.00 per person
 \$1,000,000.00 per occurrence

-Property Damage: \$500,000.00 per occurrence

Business Automobile Liability: \$250,000.00 combined single limit -
 Personal Injury and Property Damage

Workers’ Compensation: Statutory limits

Employers’ Liability: \$500,000.00 per accident or occurrence

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

The Business Automobile Liability policy shall cover any vehicle for bodily injury and

property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of \$250,000.00 covering any vehicle used for the execution of the Services. This policy shall name CITY as an additional insured and waive subrogation in favor of CITY.

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

All insurance policies required by this Agreement shall (i) provide for a waiver of subrogation in favor of CITY, and (ii) name CITY as an additional insured on a claims-occurred basis (except for the Workers' Compensation policy). Prior to any reduction or termination of the insurance policies referenced herein, COMPANY shall ensure that its insurance provider submits written notice to CITY no later than thirty (30) days prior to the reduction or termination of such coverage.

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

Prior to the execution of the Agreement, COMPANY shall provide one or more certificates of insurance specifically stating that requirements of this Article have been met, which shall be subject to the approval of CITY. CITY shall not be required to provide any insurance pursuant to this Agreement.

By executing this Agreement, COMPANY certifies that the certificate of insurance provided pursuant to this Article complies with the requirements of Chapter 1811 of the Texas Insurance Code. COMPANY shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law and this Agreement is the sole and exclusive responsibility of COMPANY.

Notwithstanding any contrary provision contained herein, the City Manager, in his/her sole and absolute discretion, modify the insurance requirements contained in this Article.

ARTICLE X. ATTORNEY FEES

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

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

COMPANY IS RELYING ON ITS OWN JUDGMENT AND HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE XI. GOVERNMENTAL IMMUNITY

By executing this Agreement, CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

ARTICLE XII. NO THIRD-PARTY BENEFICIARY

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

ARTICLE XIII. RELEASE

NOTWITHSTANDING ANY CONTRARY PROVISION CONTAINED HEREIN, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY AND ITS AGENTS, COUNCIL MEMBERS, EMPLOYEES, AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE XIV. GENERAL PROVISIONS

A. Waiver. No waiver by CITY of a breach of any covenant, condition, or restriction of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction contained in this Agreement.

B. Governing Law and Venue. The laws of the State of Texas shall govern, construe and enforce all rights and duties of the Parties, including, but not limited to, tort claims and any contractual claims or disputes arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. The obligations and undertakings of the

Parties shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claim, suit, or other action arising from or connected in any way to this Agreement shall be in Midland County, Texas.

C. Notice. Any notice or demand made regarding this Agreement shall be made in writing and delivered, either in person or by certified or registered mail, at the addresses provided below. Notice by mail shall be complete upon deposit of the paper, postage prepaid, in a post office or official depository under the care and custody of the United States Postal Service.

If to CITY: City Manager's Office
 P.O. Box 1152
 Midland, Texas 79702

If to COMPANY: 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. If one or more of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision were never contained herein.

E. Use of Language. Words in the singular shall be held to include the plural, unless the context otherwise requires.

F. Amendments, Modifications, Alterations. No amendment, modification, or alteration of this Agreement shall be binding unless such is evidenced in writing, dated subsequent to the date of this Agreement, and duly executed by the Parties.

G. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed as original, and all of which shall constitute one and the same instrument.

H. Federal Wage Requirements. If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Agreement, and all terms and requirements under said statutes and regulations are made terms and conditions of this Agreement, to which the Parties have agreed to be bound.

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit

for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, COMPANY or its legal representative shall give the City Manager, or any other reasonable official of CITY, written notice (consisting of one (1) original and seven (7) copies of such notice attached to a copy of this Agreement) of such duly-verified damages within one hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of such notice. The notice shall include when, where, and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented, the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim. COMPANY's failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY'S notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after COMPANY's receipt of such notice.

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

J. Prompt Pay Act. The Parties agree that Texas Government Code, Chapter 2251, Payment for Goods and Services does not waive the CITY's governmental immunity.

K. Compliance. COMPANY shall comply with Texas Government Code § 2252.908, *et seq.*, as amended, and Texas Local Government Code § 176.006, *et seq.*, as amended.

L. Anti-Boycott Statutes. To the extent that Tex. Gov't Code §§ 2271.002 and 2274.002 apply to this Agreement, COMPANY hereby verifies that:

- COMPANY does not boycott Israel and will not boycott Israel during the term of

this Agreement;

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

If Tex. Gov't Code § 2270.002 does not apply to this Agreement, such verification is not required, and COMPANY shall be deemed to have not made such verification.

M. Records Retention and Production of Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY shall: (i) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to CITY for the duration of the contract; (ii) promptly provide to CITY any contracting information related to the Agreement that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Agreement, either (a) provide at no cost to CITY all contracting information related to the Agreement that is in the custody or possession of COMPANY, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to CITY.

N. Public Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY agrees as follows in accordance with Tex. Gov't Code § 552.372(b): The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

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

Agreement that precede the signature page(s), which evidences the Parties' execution and acceptance hereof.

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

Q. Interpretation. By executing this Agreement, the Parties acknowledge and agree that this Agreement shall not be interpreted or construed against any Party solely because such Party or its legal counsel drafted this Agreement. The Parties have read, understood, and approve of the language and terms set forth herein.

ARTICLE XV. INDEMNITY

COMPANY SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND CITY AND ALL OF CITY'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF COMPANY, THEIR AGENTS OR EMPLOYEES, OR ANY SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

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ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF CITY, CITY'S OFFICERS, AGENTS AND EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH COMPANY OR COMPANY'S EMPLOYEES, AGENTS OR SUBCONTRACTORS NEGLIGENCE IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, AND COMPANY WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

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

[Signature Page(s) Follows]

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

Tommy Gonzalez, City Manager

ATTEST:

Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED AS TO FORM ONLY:

John Ohnemiller, City Attorney

COMPANY:

By: _____

Name: _____

Title: _____

STATE OF _____ §

§

COUNTY OF _____ §

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

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

Notary Public, State of Texas

January 19, 2024

Mr. Jeffery Ahrlett
Solid Waste Director
City of Midland
P.O. Box 1152
Midland, Texas 79702-1152

Re: City of Midland Landfill – TCEQ MSW Permit No. 1605B
FY 2023-2024 Professional Services
Proposed Scope and Professional Fees

Dear Mr. Ahrlett:

As you requested, we have prepared an Engineering Scope of Services and associated fee estimates for annual compliance related items at the City of Midland Landfill for Fiscal Year 2023-2024. A summary of the fee estimates are as follows:

Professional Services Fee Summary.....	\$277,200
• Air Permit Compliance Certification	\$3,400
• NMOC Tier II Testing	\$65,000
• NMOC Reporting	\$5,600
• Greenhouse Gas Reporting	\$3,400
• Annual Volume Report for	\$25,400
o Surveying	\$12,300
o Report Preparation	\$13,100
• Groundwater Monitoring	\$74,400
• Miscellaneous Services (Hourly with Max.)	\$100,000

Air Permit Compliance Certification

The landfill's Federal Title V air permit requires the facility to submit an annual compliance certification to report deviations, if any, from the permit during the previous year. Our fee is based on the following Scope of Services:

- Determine deviations during previous operating year.
- Prepare permit compliance certification form.
- Prepare designated official and responsible official form.
- Review draft certification with city staff.
- Incorporate comments from city staff.
- Submit certification forms to regulatory agencies.
- Prepare report documentation for recordkeeping.

NMOC Tier II Testing

To remain in compliance with state and federal regulations, NMOC Tier II testing needs to be completed no later than June 2024. No more than 50 landfill gas samples will be taken from the landfill and analyzed by an air testing laboratory. Parkhill will review the results of the analysis and calculate updated NMOC emissions rates. Our fee is based on the following scope of services:

- Perform field survey to locate sample locations.
- Collect 50 landfill gas samples from areas with waste greater than two years old.
- Analyze gas samples for required compounds.
- Perform NMOC emission calculations.
- Prepare NMOC report for review by city staff.
- Submit necessary documentation to regulatory agencies.

NMOC Reporting

As a condition of the landfill's Federal Title V air permit, the facility must prepare and submit an annual estimate of the Non-Methane Organic Compound (NMOC) emissions from the site. Our fee is based on the following Scope of Services:

- Perform NMOC emission calculations.
- Prepare NMOC report for review by city staff.
- Submit necessary documentation to regulatory agencies.

Greenhouse Gas Reporting

As part of the EPA's Greenhouse Gas (GHG) reporting rule, the City of Midland's landfill is subject to annual emissions reporting. Our fee is based on the following scope of services:

- Process waste acceptance data from previous year.
- Perform emission calculations.
- Generate draft GHG report.
- Review draft report with city staff.
- Incorporate comments from city staff.
- Submit final GHG report to EPA.
- Prepare report documentation for recordkeeping.

Annual Volume Report

The annual volume report required by TCEQ is to be prepared and submitted following the end of the state's fiscal year, which ends August 31, 2024.

Parkhill will survey all areas of the landfill that received waste during the previous 12-month period. Parkhill will analyze the previous year's waste data and determine compaction rates, waste acceptance rates, and life projections of currently active cells. Our fee is based on the following Scope of Services:

- Topographic survey of active portions.
- Determine waste volume in place from previous operating year.
- Calculate compaction and waste acceptance rates.
- Determine projected life of active cells.
- Prepare summary of data for use by city staff.
- Complete TCEQ annual report form.
- Submit annual report form to TCEQ.

Groundwater Monitoring

Groundwater monitoring will continue at Midland's landfill until the site has completed the post-closure care period. Parkhill will perform the following services for groundwater monitoring at your landfill. These services include the first semi-annual monitoring event and three background monitoring events.

- Sample monitoring wells in detection or background monitoring.
- Laboratory testing of samples for associated constituents.
- Compile and submit electronic files to TCEQ.
- Perform statistical analysis of testing results.
- Prepare and submit analytical reports to TCEQ.
- Create background database update report.

Our proposed fees for groundwater monitoring vary based on the number of wells being sampled, which wells are in background or detection, and the addition of one new monitor well. The fee for groundwater monitoring does not include additional assessment monitoring, sampling, or testing, verification re-sampling or testing, or compiling and submitting alternate source demonstrations. Any of these items will be addressed on an as-needed basis should they occur.

Miscellaneous Services

Occasionally, there are additional tasks that Parkhill is requested to perform. These tasks do not generally fit into one of the tasks previously described. In order to budget for these additional tasks, we propose this miscellaneous task as an hourly rate, not to exceed the amount shown for each fiscal year. This task will only be used for those instances that do not justifiably pertain to a certain task described in this letter.

As we have discussed, depending on results obtained from the NMOC Tier II Testing item, the City of Midland Landfill may be required to permit, design, and install a Landfill Gas Collection and Control System (LFGCCS). This budget for Miscellaneous Services has been adjusted to account for potential LFGCCS related professional services that might be required through the end of FY2023-2024 .

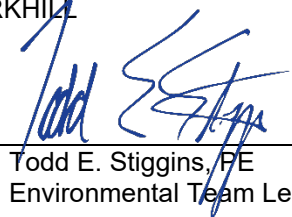
We appreciate the opportunity to provide engineering services to the City of Midland to help maintain your municipal solid waste operations. We would be happy to discuss these services in more detail at your convenience.

If you need any additional information, please call me at 806.473.2200.

Sincerely,

PARKHILL

By



Todd E. Stiggins, PE
Environmental Team Leader | Principal



City Council Meeting

Item Number: 8
Meeting Date: February 13, 2024
To: City Council / City Manager
From: Erika Martinez, Manager, Purchasing
Subject: RESOLUTION APPROVING A CONTRACT WITH TOMMY KLEIN CONSTRUCTION, INC., FOR THE REPAIR AND REPLACEMENT OF CERTAIN CABINETRY AND DOORS AT VARIOUS FIRE STATIONS FOR A TOTAL COST OF \$129,664.68 (DISTRICT: ALL) (GENERAL SERVICES)

Purpose:

Resolution awarding a contract for the cabinet repairs for Fire Stations Four (4), Six (6), and Nine (9) and door replacement at Fire Station Two (2) with Tommy Klein Construction, Inc. through Buyboard contract 581-19 for the General Services Department.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in the General operating budget.

Strategic Priority:

Strengthen and Sustain our Infrastructure

Discussion:

Staff recommends the repairs need to be made to Fire Stations Four (4), Six (6), and Nine (9) and door replacement at Fire Station Two (2) with Tommy Klein Construction, Inc. through Buyboard contract 581-19. We are members of the Sourcewell cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under

Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. Please refer to the memo from Regina Stephenson, General Services Director, for more information.

Therefore, please consider a resolution awarding a contract for the cabinet repairs for Fire Stations Four (4), Six (6), and Nine (9) and door replacement at Fire Station Two (2) with Tommy Klein Construction, Inc. through Buyboard contract 581-19 for a total cost of \$129,664.68.



City Manager's Office



INTEROFFICE MEMORANDUM

TO: Morris Williams, Deputy City Manager

FROM: Regina Stephenson, General Services Director

SUBJECT: 24002997 Fire Stations 2, 4, 6 and 9 Cabinets, Countertops, Doors and minor Renovations

DATE: February 1, 2024

Funds were budgeted in the Facilities Services Division for Fiscal Year 2024 for the following renovations at the following Fire Stations:

Fire Station 2 – Supply and install six (6) frames and doors.

Fire Station 4 – Supply and install new kitchen cabinets, countertop, sink, faucet, backsplash, disposal, microwave/vent combo. Demolish walls for pass through. Includes electrical work.

Fire Station 6 – Supply and install new kitchen cabinet doors, drawer fronts, countertops and sinks.

Fire Station 9 - Supply and install new kitchen cabinets, countertop, sink, faucet, backsplash, disposal, microwave/vent combo. Demolish walls for pass through. Includes electrical work.

Staff received a quote from Tommy Klein Construction, Inc. of Lubbock, Texas through the Buyboard job order contract 581-19. The total cost for the above-mentioned work is \$129,664.68.

Therefore, please consider a resolution authorizing the execution of a contract with Tommy Klein Construction, Inc. of Lubbock, Texas for Fire Stations 2, 4, 6 and 9 cabinets, countertops, doors and minor renovations through Buyboard job order contract 581-19 for a total cost of \$129,664.68.

RESOLUTION NO. _____

**RESOLUTION APPROVING A CONTRACT WITH
TOMMY KLEIN CONSTRUCTION, INC., FOR THE
REPAIR AND REPLACEMENT OF CERTAIN
CABINETS AND DOORS AT VARIOUS FIRE
STATIONS FOR A TOTAL COST OF \$129,664.68**

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

WHEREAS, Tommy Klein Construction, Inc., has submitted a total proposed cost to the City of \$129,664.68 through Buyboard for the repair of certain cabinets in Fire Station 4, Fire Station 6, and Fire Station 9, and the replacement of a door at Fire Station 2; and

WHEREAS, the Council finds the price proposed by Tommy Klein Construction, Inc., through Buyboard for the above referenced cabinets repairs and door replacement to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to approve a contract with Tommy Klein Construction, Inc., for the above referenced cabinets repairs and door replacement through Buyboard;

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with Tommy Klein Construction, Inc., for the repair of certain cabinets in Fire Station 4, Fire Station 6, and Fire Station 9, and the replacement of a door at Fire Station 2, through Buyboard, for a total cost of \$129,664.68. Said contract being in a form substantially similar to Exhibit A, which is attached hereto and incorporated herein for all purposes.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay Tommy Klein Construction, Inc., in accordance with the provisions of the above-referenced

contract from funds available in the General Operating Budget upon receipt of proper invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2024, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

John Ohnemiller, City Attorney



THE CITY OF MIDLAND

CONTRACT

24002779

THIS CONTRACT, effective the 14th day of February 2024, by and between the City of Midland, hereinafter referred to as "CITY", and Tommy Klein Construction, Inc., hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: \$ 129,664.68 DOLLARS
2. **Scope of Work:** COMPANY shall perform all work described for the cabinets, countertops, doors, and minor renovation repairs for Fire Stations 2, 4, 6, and 9. Said work being more particularly described in the following documents, which are attached hereto and incorporated herein for all purposes.

EXHIBIT A..... Specifications, Proposal or Cost Summary
EXHIBIT B..... Intentionally Omitted
EXHIBIT C..... Bonding instructions for Public Works Contract of \$50,000 and more
EXHIBIT D..... Wage Scale
3. **City:** The words "CITY's Representative" or "representative" shall mean Regina Stephenson 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 90 calendar days after release to proceed.

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

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

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

12.1. Defective work not remedied; or

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

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

12.4. Damages to another contractor or subcontractor.

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

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

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

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

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

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

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

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

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

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

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

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

20. **Insurance:**

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

Commercial General Liability (including Contractual liability):

-Personal Injury:	\$1,000,000.00 per person \$1,000,000.00 per occurrence
-Property Damage:	\$500,000.00 per occurrence
<u>Business Automobile Liability:</u>	\$250,000.00 combined single limit - Personal Injury and Property Damage
<u>Workers' Compensation:</u>	Statutory limits
<u>Employers' Liability:</u>	\$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 ~~PACKET~~ on a claims occurred basis (except workers' compensation).

February 13, 2024

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST

Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED ONLY AS TO FORM

John Ohnemiller, City Attorney

COMPANY:

By: _____

Name: _____

Title: _____

STATE OF _____ §

§

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 20____ personally appeared, _____, an officer of Tommy Klein Construction, 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____.

Exhibit A



Tommy Klein Construction, Inc.

January 23, 2024

City of Midland

Attention: Mark Garcia/Bryce Pruitt

Reference: Fire Station 2-4-6-9 Kitchen Cabinets and Doors

Mark/Bryce,

Below is the scope and pricing is attached for the Kitchen Cabinets and Doors Project at Fire Stations 2-4-6-9. Please let me know if you need further info.

Fire Station 2-

- Supply and install frames, doors, and hardware at 6 existing cased openings.
- Stain doors.
- No other finishes are included.

Fire Station 4-

- Supply and install new kitchen cabinets
- Install new quartz countertop.
- Provide and install new sink, faucet, and disposal.
- Demo walls to make a pass thru.
- Install new tile backsplash at new cabinets only.
- Provide and install new Microwave/Vent combo.
- Includes electrical work for cabinets installation and wall demo.
- No flooring included.

Fire Station 6-

- Supply and install new kitchen cabinet doors and drawer fronts.
- Install new quartz countertops.
- Remove and reinstall existing sinks.
- No other finishes included.
- No electrical.
- No flooring included.

Fire Station 9-

- Supply and install new kitchen cabinets
- Install new quartz countertop.
- Provide and install new sink, faucet, and disposal.
- Demo walls to make a pass thru.
- Install new tile backsplash at new cabinets only.
- Provide and install new Microwave/Vent combo.
- Includes electrical work for cabinets installation and wall demo.
- No flooring included.

- **Work priced under our BuyBoard RS Means Contract 581-19.**

Please contact me directly at any time if any clarifications or if further information is needed.

Respectfully,
Shad Hartman
Tommy Klein Construction
806-252-1305

Attachments:

1. Cost Summary Sheet
2. RS Means Summary Sheet

Budgetary Cost Summary
Midland
Fire Station 2-4-6-9
Kitchen Cabinets and Doors

RS Means Line Item Pricing

Bid Coefficient-

BuyBoard RS Means

0.88

Subtotal

Non Pre-Priced Items

Subtotal

Subtotal of Costs

Subtotal

Bond

Total

Cost Breakdown

Material

Labor

Total

Notes:

	Costs
	\$144,050.77
	\$17,286.09
	\$126,764.68
	\$0.00
	\$126,764.68
	\$2,900.00
	\$129,664.68
	\$84,282.04
	\$45,382.64
	\$129,664.68

Cost Estimate Report

Date: 02/01/2024

PACKIT
Midland
Midland, TX

Midland Firestation Cabinets and Doors

Year 2023 Quarter 4
Unit Summary Report
Prepared By: Shad Hartman
Tommy Klein Construction Inc

Division	Description	Total
Division 01	General Requirements	\$25,424.78
Division 02	Existing Conditions	\$1,250.00
Division 06	Wood, Plastics and Composites	\$817.24
Division 08	Openings	\$15,274.87
Division 09	Finishes	\$4,867.86
Division 11	Equipment	\$2,071.14
Division 12	Furnishings	\$73,653.98
Division 22	Plumbing	\$8,911.44
Division 26	Electrical	\$11,779.46

February 13, 2024

Division	Description	Total
Subtotal		\$144,050.77
General Contractor's Markup on Subs	0.00%	\$0.00
Subtotal		\$144,050.77
General Conditions	0.00%	\$0.00
Subtotal		\$144,050.77
General Contractor's Overhead and Profit	0.00%	\$0.00
Grand Total		\$144,050.77

PACKET

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February 13, 2024

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 Oblige.

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

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT

_____ of the City of

_____ of the County of _____ and State of Texas

as Principal, and _____, as Surety, are held and

firmly bound unto the City of Midland, Texas, as Oblige, 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 Oblige, 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

"General Decision Number: TX20220261 08/05/2022

Superseded General Decision Number: TX20210261

State: Texas

Construction Type: Building

County: Midland County in Texas.

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

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 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 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number
0
1

Publication Date
01/07/2022
02/25/2022

8.30

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2

08/05/2022

BOIL0074-003 01/01/2021

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

ENGI0178-005 06/01/2020

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

* IRON0084-011 06/01/2022

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

PLUM0404-001 09/01/2020

	Rates	Fringes
PLUMBER.....	\$ 26.05	8.81

* SUTX2014-037 07/21/2014

	Rates	Fringes
BRICKLAYER.....	\$ 20.00	0.00
CARPENTER.....	\$ 13.82 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.76 **	0.00
ELECTRICIAN.....	\$ 23.18	6.31
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 19.77	7.13
IRONWORKER, REINFORCING.....	\$ 12.27 **	0.00
IRONWORKER, STRUCTURAL.....	\$ 22.16	5.26
LABORER: Common or General.....	\$ 11.80 **	0.00
LABORER: Mason Tender - Brick...	\$ 11.38 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.58 **	0.00
LABORER: Pipelayer.....	\$ 12.49 **	2.13
LABORER: Roof Tearoff.....	\$ 11.28 **	0.00
OPERATOR:		

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Backhoe/Excavator/Trackhoe.....\$ 14.25 **	0.00
OPERATOR: Bobcat/Skid	
Steer/Skid Loader.....\$ 13.93 **	0.00
OPERATOR: Bulldozer.....\$ 18.29	1.31
OPERATOR: Drill.....\$ 16.22	0.34
OPERATOR: Forklift.....\$ 14.83 **	0.00
OPERATOR: Grader/Blade.....\$ 13.37 **	0.00
OPERATOR: Loader.....\$ 13.55 **	0.94
OPERATOR: Mechanic.....\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....\$ 16.03	0.00
OPERATOR: Roller.....\$ 12.70 **	0.00
PAINTER (Brush, Roller, and Spray).....\$ 15.00	0.73
PIPEFITTER.....\$ 25.80	8.55
ROOFER.....\$ 14.75 **	0.00
SHEET METAL WORKER (HVAC Duct Installation Only).....\$ 22.73	7.52
SHEET METAL WORKER, Excludes HVAC Duct Installation.....\$ 19.50	0.00
TILE FINISHER.....\$ 11.22 **	0.00
TILE SETTER.....\$ 14.74 **	0.00
TRUCK DRIVER: Dump Truck.....\$ 12.39 **	1.18
TRUCK DRIVER: Flatbed Truck.....\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....\$ 12.50 **	0.00
TRUCK DRIVER: Water Truck.....\$ 12.00 **	4.11

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

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is **PACKET** by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours

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

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

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

Union Rate Identifiers

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

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

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

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wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

=====

END OF GENERAL DECISIO"



THE CITY OF MIDLAND

CONTRACT

24002779

THIS CONTRACT, effective the 14th day of February 2024, by and between the City of Midland, hereinafter referred to as "CITY", and Tommy Klein Construction, Inc., hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: \$ 129,664.68 DOLLARS
2. **Scope of Work:** COMPANY shall perform all work described for the cabinets, countertops, doors, and minor renovation repairs for Fire Stations 2, 4, 6, and 9. Said work being more particularly described in the following documents, which are attached hereto and incorporated herein for all purposes.

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

3. **City:** The words "CITY's Representative" or "representative" shall mean Regina Stephenson 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 90 calendar days after release to proceed.

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

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

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

12.1. Defective work not remedied; or

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

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

12.4. Damages to another contractor or subcontractor.

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

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

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

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

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

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

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

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

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

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

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

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

20. **Insurance:**

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

Commercial General Liability (including Contractual liability):

-Personal Injury: \$1,000,000.00 per person
\$1,000,000.00 per occurrence

-Property Damage: \$500,000.00 per occurrence

Business Automobile Liability: \$250,000.00 combined single limit -
Personal Injury and Property Damage

Workers' Compensation: Statutory limits

Employers' Liability: \$500,000.00 per accident or occurrence

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST

Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED ONLY AS TO FORM

John Ohnemiller, City Attorney

COMPANY:

By: _____

Name: _____

Title: _____

STATE OF _____ §

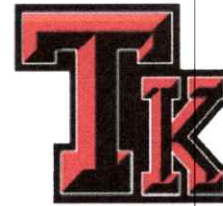
§

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 20____ personally appeared, _____, an officer of Tommy Klein Construction, 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____.

Exhibit A



Tommy Klein Construction, Inc.

January 23, 2024

City of Midland

Attention: Mark Garcia/Bryce Pruitt

Reference: Fire Station 2-4-6-9 Kitchen Cabinets and Doors

Mark/Bryce,

Below is the scope and pricing is attached for the Kitchen Cabinets and Doors Project at Fire Stations 2-4-6-9. Please let me know if you need further info.

Fire Station 2-

- Supply and install frames, doors, and hardware at 6 existing cased openings.
- Stain doors.
- No other finishes are included.

Fire Station 4-

- Supply and install new kitchen cabinets
- Install new quartz countertop.
- Provide and install new sink, faucet, and disposal.
- Demo walls to make a pass thru.
- Install new tile backsplash at new cabinets only.
- Provide and install new Microwave/Vent combo.
- Includes electrical work for cabinets installation and wall demo.
- No flooring included.

Fire Station 6-

- Supply and install new kitchen cabinet doors and drawer fronts.
- Install new quartz countertops.
- Remove and reinstall existing sinks.
- No other finishes included.
- No electrical.
- No flooring included.

Fire Station 9-

- Supply and install new kitchen cabinets
- Install new quartz countertop.
- Provide and install new sink, faucet, and disposal.
- Demo walls to make a pass thru.
- Install new tile backsplash at new cabinets only.
- Provide and install new Microwave/Vent combo.
- Includes electrical work for cabinets installation and wall demo.
- No flooring included.

- **Work priced under our BuyBoard RS Means Contract 581-19.**

Please contact me directly at any time if any clarifications or if further information is needed.

Respectfully,
Shad Hartman
Tommy Klein Construction
806-252-1305

Attachments:

1. Cost Summary Sheet
2. RS Means Summary Sheet

**Budgetary Cost Summary
Midland
Fire Station 2-4-6-9
Kitchen Cabinets and Doors**

RS Means Line Item Pricing

Bid Coefficient-

BuyBoard RS Means

0.88

Subtotal

Non Pre-Priced Items

Subtotal

Subtotal of Costs

Subtotal

Bond

Total

Cost Breakdown

Material

Labor

Total

Costs

\$144,050.77

\$17,286.09

\$126,764.68

\$0.00

\$126,764.68

\$2,900.00

\$129,664.68

\$84,282.04

\$45,382.64

\$129,664.68

Notes:

Cost Estimate Report

Date: 02/01/2024

PACKIT
Midland
Midland, TX

Midland Firestation Cabinets and Doors

Year 2023 Quarter 4
Unit Summary Report
Prepared By: Shad Hartman
Tommy Klein Construction Inc

Division	Description	Total
Division 01	General Requirements	\$25,424.78
Division 02	Existing Conditions	\$1,250.00
Division 06	Wood, Plastics and Composites	\$817.24
Division 08	Openings	\$15,274.87
Division 09	Finishes	\$4,867.86
Division 11	Equipment	\$2,071.14
Division 12	Furnishings	\$73,653.98
Division 22	Plumbing	\$8,911.44
Division 26	Electrical	\$11,779.46

February 13, 2024

Division	Description	Total
Subtotal		\$144,050.77
General Contractor's Markup on Subs	0.00%	\$0.00
Subtotal		\$144,050.77
General Conditions	0.00%	\$0.00
Subtotal		\$144,050.77
General Contractor's Overhead and Profit	0.00%	\$0.00
Grand Total		\$144,050.77

PACKET

8.52

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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 Oblige.

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

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT
_____ of the City of
_____ of the County of _____ and State of Texas
as Principal, and _____, as Surety, are held and
firmly bound unto the City of Midland, Texas, as Oblige, 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 Oblige, 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

"General Decision Number: TX20220261 08/05/2022

Superseded General Decision Number: TX20210261

State: Texas

Construction Type: Building

County: Midland County in Texas.

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

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 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 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number
0
1

Publication Date
01/07/2022
02/25/2022

8.58

February 13, 2024

2

08/05/2022

BOIL0074-003 01/01/2021

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

ENGI0178-005 06/01/2020

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

* IRON0084-011 06/01/2022

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

PLUM0404-001 09/01/2020

	Rates	Fringes
PLUMBER.....	\$ 26.05	8.81

* SUTX2014-037 07/21/2014

	Rates	Fringes
BRICKLAYER.....	\$ 20.00	0.00
CARPENTER.....	\$ 13.82 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.76 **	0.00
ELECTRICIAN.....	\$ 23.18	6.31
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 19.77	7.13
IRONWORKER, REINFORCING.....	\$ 12.27 **	0.00
IRONWORKER, STRUCTURAL.....	\$ 22.16	5.26
LABORER: Common or General.....	\$ 11.80 **	0.00
LABORER: Mason Tender - Brick...	\$ 11.38 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.58 **	0.00
LABORER: Pipelayer.....	\$ 12.49 **	2.13
LABORER: Roof Tearoff.....	\$ 11.28 **	0.00
OPERATOR:	8.59	

PACKET

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Backhoe/Excavator/Trackhoe.....\$ 14.25 **	0.00
OPERATOR: Bobcat/Skid	
Steer/Skid Loader.....\$ 13.93 **	0.00
OPERATOR: Bulldozer.....\$ 18.29	1.31
OPERATOR: Drill.....\$ 16.22	0.34
OPERATOR: Forklift.....\$ 14.83 **	0.00
OPERATOR: Grader/Blade.....\$ 13.37 **	0.00
OPERATOR: Loader.....\$ 13.55 **	0.94
OPERATOR: Mechanic.....\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....\$ 16.03	0.00
OPERATOR: Roller.....\$ 12.70 **	0.00
PAINTER (Brush, Roller, and Spray).....\$ 15.00	0.73
PIPEFITTER.....\$ 25.80	8.55
ROOFER.....\$ 14.75 **	0.00
SHEET METAL WORKER (HVAC Duct Installation Only).....\$ 22.73	7.52
SHEET METAL WORKER, Excludes HVAC Duct Installation.....\$ 19.50	0.00
TILE FINISHER.....\$ 11.22 **	0.00
TILE SETTER.....\$ 14.74 **	0.00
TRUCK DRIVER: Dump Truck.....\$ 12.39 **	1.18
TRUCK DRIVER: Flatbed Truck.....\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....\$ 12.50 **	0.00
TRUCK DRIVER: Water Truck.....\$ 12.00 **	4.11

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

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is **PACKET** by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours

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

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

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

Union Rate Identifiers

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

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

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

February 13, 2024

wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISIO"



City Council Meeting

Item Number: 9
Meeting Date: February 13, 2024
To: City Council / City Manager
From: Erika Martinez, Manager, Purchasing
Subject: RESOLUTION APPROVING A CONTRACT WITH NOUVEAU TECHNOLOGY SERVICES, LP, THROUGH THE INTERLOCAL PURCHASING SYSTEM, FOR THE PURCHASE AND INSTALLATION OF A SOUND SYSTEM AT ASTOUND BROADBAND STADIUM FOR A TOTAL COST OF \$720,205.50; APPROVING \$72,000.00 FOR PROJECT RELATED COSTS; AND APPROPRIATING FUNDS FOR SAID PROJECT (DISTRICT 4) (GENERAL SERVICES)

Purpose:

Resolution awarding the purchase and installation of a sound system at Astound Broadband Stadium at Scarbauer Sports Complex for the Planning and Development Service Department from Nouveau Technology Services, LP, through the TIPS contract 211001 for a cost of \$720,205.50; approving \$72,020.00 for project related costs; for a total cost of \$792,225.50.

Recommended City Council Action:

Approve

Fiscal Impact:

Funds in the amount of \$792,225.50 are available in the Scharbauer Sports Complex Fund Unappropriated Fund Balance and will be transferred and appropriated to a project for said purpose.

Strategic Priority:

Strengthen and Sustain our Infrastructure

Discussion:

Staff recommends awarding the purchase and installation of a sound system at Astound Broadband Stadium at Scarbauer Sports Complex through the TIPS contract 211001. We are members of this cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. Please see the attached memo from Laurie Williams, Interim Community Services Director, for more information.

Therefore, please consider a resolution awarding the purchase and installation of a sound system at Astound Broadband Stadium at Scarbauer Sports Complex for the Planning and Development Service Department from Nouveau Technology Services, LP, through the TIPS contract 211001 for a cost of \$720,205.50; approving \$72,020.00 for project related costs; for a total cost of \$792,225.50.



City Manager's Office



Scharbauer Sports Complex Division
Interoffice Memorandum

Date: January 30, 2024
To: Jose Ortiz, Assistant City Manager
From: Laurie Williams, Interim Community Services Director
Subject: Purchase and installation of Sound System at Astound Broadband Stadium at Scharbauer Sports Complex

The existing sound system at the Astound Broadband Stadium needs to be replaced. The current system was originally installed with technology that is now almost 25 years old, when the Complex was built. The equipment is outdated, and the levels of the sound are often a complaint by the spectators and the referees. With the new system, the speakers will be targeted to different areas of the bleachers. This will allow for constant sound throughout the stadium instead of a deafening sound in the north endzone and not much sound in the south endzone.

Cost of the equipment with installation, freight, and training is \$720,205.50. A 10% contingency (\$72,020) is included in the requested funding to cover any unexpected project costs that may arise during installation. In order to begin work as soon as possible and have installation completed for use during the fall 2024 season, staff recommends the TIPS purchase of the sound system from Nouveau Technology Services LP. This purchase will include a one-year warrantee for parts and on-site labor for the sound system. Total requested funding is \$792,225.50.

Funds in the amount of \$792,225.50 are available in the Scharbauer Sports Complex Fund Unappropriated Fund Balance and will be transferred and appropriated to a project in the Capital Projects Fund.

RESOLUTION NO. _____

**RESOLUTION APPROVING A CONTRACT WITH
NOUVEAU TECHNOLOGY SERVICES, LP, THROUGH
THE INTERLOCAL PURCHASING SYSTEM, FOR THE
PURCHASE AND INSTALLATION OF A SOUND
SYSTEM AT ASTOUND BROADBAND STADIUM FOR
A TOTAL COST OF \$720,205.50; APPROVING \$72,000.00
FOR PROJECT RELATED COSTS; AND
APPROPRIATING FUNDS FOR SAID PROJECT**

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

WHEREAS, Nouveau Technology Services, LP, has submitted a total proposed cost to the City of \$720,205.50 for the purchase and installation of a sound system at Momentum Bank Ballpark through TIPS; and

WHEREAS, the City Council finds the price proposed by Nouveau Technology Services, LP, through TIPS, for the purchase and installation of a sound system at Astound Broadband Stadium to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to approve a contract with Nouveau Technology Services, LP, for the purchase and installation of a sound system at Astound Broadband Stadium through TIPS; and

WHEREAS, the City Council finds it to be in the public interest to approve \$72,000.00 for project related costs;

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract for the purchase and installation of a sound system at Astound Broadband Stadium, through TIPS, for a total cost of \$720,205.50. Said contract being attached hereto as Exhibit A and incorporated herein for all purposes.

SECTION TWO. That the sum of \$72,000.00 for project related costs is hereby approved.

SECTION THREE. That the sum of \$792,225.50 is hereby appropriated from the Scharbauer Sports Complex Fund Unappropriated Fund Balance and transferred to a project in the Capital Projects Fund established by the City of Midland Finance Department.

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

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2024, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

John Ohnemiller, City Attorney



THE CITY OF MIDLAND

CONTRACT

29002902

THIS CONTRACT, effective the 14th day of February 2024, by and between the City of Midland, hereinafter referred to as "CITY", and Nouveau Technology Services, LP, hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: \$ 720,205.50 DOLLARS
2. **Scope of Work:** COMPANY shall perform all work associated with the delivery and installation of a new sound system at Astound Stadium. Said work being more particularly described in the following documents, which are attached hereto and incorporated herein for all purposes.

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

3. **City:** The words "CITY's Representative" or "representative" shall mean Laurie Williams 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 150 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 excess cost when the delay in completion of the work is due to

- 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.
 PACKET 9.13 February 13, 2024

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 February 13, 2024

requirements of this Section shall perpetually bar COMPANY's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Contract are reasonable. The provisions and obligations of this Section shall survive the termination of this Contract.

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

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

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

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

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

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

31. **Records Retention and Production of Information.** To the extent that this Contract constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Contract as provided by the records retention requirements

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

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

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

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST

Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED ONLY AS TO FORM

John Ohnemiller, City Attorney

COMPANY:

By: _____

Name: _____

Title: _____

STATE OF _____ §

§

COUNTY OF _____ §

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

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

Nouveau Technology Services LP
 118 Lynn Ave Suite 300
 Lewisville, TX 75057
 www.ntsllp.com

Proposal



Phone: 214-226-0296
 Fax: 972-484-5072

Proposal: 32242C
Date: 12/4/2023

To:	Project:
City of Midland Attn: Laurie Williams 300 N. Loraine Midland, TX 79701	City Of Midland\ Astound Stadium City Of Midland\ Astound Stadium 801 N Loop 250W Midland, TX 79703

Salesperson		
Miles Koon		TIPS RCSP 211001

Scope of Work

Nouveau Construction respectfully submits our base proposal for the listed project.
 This proposal includes all labor, material and equipment to perform the work described in this proposal and the following scope of work.

Professional Scope of Work:

1. Scoreboard Line-Array Sound System Installation:

- Install a state-of-the-art line-array sound system on the scoreboard.
- Fabricate and weld custom array frames onto the scoreboard for optimal speaker placement.
- Incorporate outriggers to support down-firing speakers underneath the scoreboard.
- Conduct weld testing at the expense of the City of Midland to ensure structural integrity.

2. Subwoofer and Center Array Placement:

- Integrate subwoofers and a center array into the existing sound system location without compromising the aesthetics of the Astound Broadband signage.

3. Sound System Design and Tuning:

- Collaborate with JBL Professional and Platinum SLV for the design and tuning of the sound system.

4. Wireless Microphone System Installation:

- Implement a new wireless microphone system with a distributed antenna system for enhanced coverage and reliability.

5. Audio Mixing Equipment:

- Provide and install a new Allen & Heath mixing console for superior audio control.
- Install a dedicated announcers console to enhance the overall broadcasting experience.

6. Compliance with CTS Industry Standards:

- Execute the entire installation process in accordance with the high standards set by the AVIXA and relevant industry standards.

7. Staff Training:

- Conduct eight hours of comprehensive training for staff members with significant experience in sound operation.
- Ensure that staff is proficient in operating and managing the new sound system effectively.

By undertaking these tasks, we aim to deliver a cutting-edge sound system that not only meets but exceeds industry standards, providing an immersive and top-notch audio experience for your venue.

This proposal leverages the pre-existing fiber that has recently been installed, running from the home-side bleachers to the locker room behind the scoreboard. The implementation necessitates the utilization of 4 strands of this existing fiber. However, should the designated fiber not be available for use, a change order will be initiated. This change order will encompass both materials and labor required to install additional fiber, and it is essential that conduit provisions be made accordingly.

Exclusions

1. TAXES
2. PERMITS
3. ASBESTOS SURVEY/ABATEMENT
4. LEAD SURVEY/ABATEMENT
5. ANY SCOPE OF WORK NOT DESCRIBED ABOVE OR UNFORESEEN CONDITIONS.
6. ANY SCOPE OF WORK NOT DETAILED IN FINAL CONSTRUCTION DOCUMENTS.
7. ANY WORK OUTSIDE OF NORMAL OPERATING HOURS OF MONDAY- FRIDAY, 8:00 AM TO 5:00 PM.
8. BONDS

Nouveau Technology Services LP
118 Lynn Ave Suite 300
Lewisville, TX 75057
www.ntsllp.com

Proposal



Phone: 214-226-0296
Fax: 972-484-5072

Proposal: 32242C
Date: 12/4/2023

To:	Project:
City of Midland Attn: Laurie Williams 300 N. Loraine Midland, TX 79701	City Of Midland\ Astound Stadium City Of Midland\ Astound Stadium 801 N Loop 250W Midland, TX 79703

Salesperson		
Miles Koon		

Pricing good for 15 days from date of proposal

Proposal Total: 720,205.50

Acceptance	
Accepted by:	_____
Title:	_____
Date:	_____

"General Decision Number: TX20220261 08/05/2022

Superseded General Decision Number: TX20210261

State: Texas

Construction Type: Building

County: Midland County in Texas.

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

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 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 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number
0
1

Publication Date
01/07/2022
02/25/2022

9.23

February 13, 2024

2

08/05/2022

BOIL0074-003 01/01/2021

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

ENGI0178-005 06/01/2020

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

* IRON0084-011 06/01/2022

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

PLUM0404-001 09/01/2020

	Rates	Fringes
PLUMBER.....	\$ 26.05	8.81

* SUTX2014-037 07/21/2014

	Rates	Fringes
BRICKLAYER.....	\$ 20.00	0.00
CARPENTER.....	\$ 13.82 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.76 **	0.00
ELECTRICIAN.....	\$ 23.18	6.31
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 19.77	7.13
IRONWORKER, REINFORCING.....	\$ 12.27 **	0.00
IRONWORKER, STRUCTURAL.....	\$ 22.16	5.26
LABORER: Common or General.....	\$ 11.80 **	0.00
LABORER: Mason Tender - Brick...	\$ 11.38 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.58 **	0.00
LABORER: Pipelayer.....	\$ 12.49 **	2.13
LABORER: Roof Tearoff.....	\$ 11.28 **	0.00
PACKET	9.24	
OPERATOR:		

February 13, 2024

Backhoe/Excavator/Trackhoe.....	\$ 14.25 **	0.00
OPERATOR: Bobcat/Skid		
Steer/Skid Loader.....	\$ 13.93 **	0.00
OPERATOR: Bulldozer.....		
	\$ 18.29	1.31
OPERATOR: Drill.....		
	\$ 16.22	0.34
OPERATOR: Forklift.....		
	\$ 14.83 **	0.00
OPERATOR: Grader/Blade.....		
	\$ 13.37 **	0.00
OPERATOR: Loader.....		
	\$ 13.55 **	0.94
OPERATOR: Mechanic.....		
	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....		
	\$ 16.03	0.00
OPERATOR: Roller.....		
	\$ 12.70 **	0.00
PAINTER (Brush, Roller, and Spray).....		
	\$ 15.00	0.73
PIPEFITTER.....		
	\$ 25.80	8.55
ROOFER.....		
	\$ 14.75 **	0.00
SHEET METAL WORKER (HVAC Duct Installation Only).....		
	\$ 22.73	7.52
SHEET METAL WORKER, Excludes HVAC Duct Installation.....		
	\$ 19.50	0.00
TILE FINISHER.....		
	\$ 11.22 **	0.00
TILE SETTER.....		
	\$ 14.74 **	0.00
TRUCK DRIVER: Dump Truck.....		
	\$ 12.39 **	1.18
TRUCK DRIVER: Flatbed Truck.....		
	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....		
	\$ 12.50 **	0.00
TRUCK DRIVER: Water Truck.....		
	\$ 12.00 **	4.11

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

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is **PACKET** by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours

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

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

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

Union Rate Identifiers

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

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

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

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wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

PACKET

9.27

February 13, 2024

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

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

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

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

=====

END OF GENERAL DECISIO"



THE CITY OF MIDLAND

CONTRACT

24002902

THIS CONTRACT, effective the 14th day of February 2024, by and between the City of Midland, hereinafter referred to as "CITY", and Nouveau Technology Services, LP, hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: \$ 720,205.50 DOLLARS
2. **Scope of Work:** COMPANY shall perform all work associated with the delivery and installation of a new sound system at Astound Stadium. Said work being more particularly described in the following documents, which are attached hereto and incorporated herein for all purposes.

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

3. **City:** The words "CITY's Representative" or "representative" shall mean Laurie Williams 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 150 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 excess cost when the delay in completion of the work is due to

- 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.
 PACKET 9.35 February 13, 2024

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 February 13, 2024

PACKET 9-39

requirements of this Section shall perpetually bar COMPANY's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Contract are reasonable. The provisions and obligations of this Section shall survive the termination of this Contract.

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

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

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

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

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

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

31. **Records Retention and Production of Information.** To the extent that this Contract constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Contract as provided by the records retention requirements

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

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

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

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST

Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED ONLY AS TO FORM

John Ohnemiller, City Attorney

COMPANY:

By: _____

Name: _____

Title: _____

STATE OF _____ §

§

COUNTY OF _____ §

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

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

Nouveau Technology Services LP
 118 Lynn Ave Suite 300
 Lewisville, TX 75057
 www.ntsllp.com

Proposal



Phone: 214-226-0296

Fax: 972-484-5072

Proposal: 32242C

Date: 12/4/2023

To:	Project:
City of Midland Attn: Laurie Williams 300 N. Loraine Midland, TX 79701	City Of Midland\ Astound Stadium City Of Midland\ Astound Stadium 801 N Loop 250W Midland, TX 79703

Salesperson		
Miles Koon		TIPS RCSP 211001

Scope of Work

Nouveau Construction respectfully submits our base proposal for the listed project.
 This proposal includes all labor, material and equipment to perform the work described in this proposal and the following scope of work.

Professional Scope of Work:

1. Scoreboard Line-Array Sound System Installation:

- Install a state-of-the-art line-array sound system on the scoreboard.
- Fabricate and weld custom array frames onto the scoreboard for optimal speaker placement.
- Incorporate outriggers to support down-firing speakers underneath the scoreboard.
- Conduct weld testing at the expense of the City of Midland to ensure structural integrity.

2. Subwoofer and Center Array Placement:

- Integrate subwoofers and a center array into the existing sound system location without compromising the aesthetics of the Astound Broadband signage.

3. Sound System Design and Tuning:

- Collaborate with JBL Professional and Platinum SLV for the design and tuning of the sound system.

4. Wireless Microphone System Installation:

- Implement a new wireless microphone system with a distributed antenna system for enhanced coverage and reliability.

5. Audio Mixing Equipment:

- Provide and install a new Allen & Heath mixing console for superior audio control.
- Install a dedicated announcers console to enhance the overall broadcasting experience.

6. Compliance with CTS Industry Standards:

- Execute the entire installation process in accordance with the high standards set by the AVIXA and relevant industry standards.

7. Staff Training:

- Conduct eight hours of comprehensive training for staff members with significant experience in sound operation.
- Ensure that staff is proficient in operating and managing the new sound system effectively.

By undertaking these tasks, we aim to deliver a cutting-edge sound system that not only meets but exceeds industry standards, providing an immersive and top-notch audio experience for your venue.

This proposal leverages the pre-existing fiber that has recently been installed, running from the home-side bleachers to the locker room behind the scoreboard. The implementation necessitates the utilization of 4 strands of this existing fiber. However, should the designated fiber not be available for use, a change order will be initiated. This change order will encompass both materials and labor required to install additional fiber, and it is essential that conduit provisions be made accordingly.

Exclusions

1. TAXES
2. PERMITS
3. ASBESTOS SURVEY/ABATEMENT
4. LEAD SURVEY/ABATEMENT
5. ANY SCOPE OF WORK NOT DESCRIBED ABOVE OR UNFORESEEN CONDITIONS.
6. ANY SCOPE OF WORK NOT DETAILED IN FINAL CONSTRUCTION DOCUMENTS.
7. ANY WORK OUTSIDE OF NORMAL OPERATING HOURS OF MONDAY- FRIDAY, 8:00 AM TO 5:00 PM.
8. BONDS

Nouveau Technology Services LP
118 Lynn Ave Suite 300
Lewisville, TX 75057
www.ntsllp.com

Proposal



Phone: 214-226-0296
Fax: 972-484-5072

Proposal: 32242C
Date: 12/4/2023

To:	Project:
City of Midland Attn: Laurie Williams 300 N. Loraine Midland, TX 79701	City Of Midland\ Astound Stadium City Of Midland\ Astound Stadium 801 N Loop 250W Midland, TX 79703

Salesperson		
Miles Koon		

Pricing good for 15 days from date of proposal

Proposal Total: 720,205.50

Acceptance	
Accepted by:	_____
Title:	_____
Date:	_____

"General Decision Number: TX20220261 08/05/2022

Superseded General Decision Number: TX20210261

State: Texas

Construction Type: Building

County: Midland County in Texas.

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

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 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 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number
0
1

Publication Date
01/07/2022
02/25/2022

9.45

February 13, 2024

2

08/05/2022

BOIL0074-003 01/01/2021

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

ENGI0178-005 06/01/2020

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

* IRON0084-011 06/01/2022

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

PLUM0404-001 09/01/2020

	Rates	Fringes
PLUMBER.....	\$ 26.05	8.81

* SUTX2014-037 07/21/2014

	Rates	Fringes
BRICKLAYER.....	\$ 20.00	0.00
CARPENTER.....	\$ 13.82 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.76 **	0.00
ELECTRICIAN.....	\$ 23.18	6.31
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 19.77	7.13
IRONWORKER, REINFORCING.....	\$ 12.27 **	0.00
IRONWORKER, STRUCTURAL.....	\$ 22.16	5.26
LABORER: Common or General.....	\$ 11.80 **	0.00
LABORER: Mason Tender - Brick...	\$ 11.38 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.58 **	0.00
LABORER: Pipelayer.....	\$ 12.49 **	2.13
LABORER: Roof Tearoff.....	\$ 11.28 **	0.00
PACKET	9.46	
OPERATOR:		

February 13, 2024

Backhoe/Excavator/Trackhoe.....\$ 14.25 **	0.00
OPERATOR: Bobcat/Skid	
Steer/Skid Loader.....\$ 13.93 **	0.00
OPERATOR: Bulldozer.....\$ 18.29	1.31
OPERATOR: Drill.....\$ 16.22	0.34
OPERATOR: Forklift.....\$ 14.83 **	0.00
OPERATOR: Grader/Blade.....\$ 13.37 **	0.00
OPERATOR: Loader.....\$ 13.55 **	0.94
OPERATOR: Mechanic.....\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....\$ 16.03	0.00
OPERATOR: Roller.....\$ 12.70 **	0.00
PAINTER (Brush, Roller, and Spray).....\$ 15.00	0.73
PIPEFITTER.....\$ 25.80	8.55
ROOFER.....\$ 14.75 **	0.00
SHEET METAL WORKER (HVAC Duct Installation Only).....\$ 22.73	7.52
SHEET METAL WORKER, Excludes HVAC Duct Installation.....\$ 19.50	0.00
TILE FINISHER.....\$ 11.22 **	0.00
TILE SETTER.....\$ 14.74 **	0.00
TRUCK DRIVER: Dump Truck.....\$ 12.39 **	1.18
TRUCK DRIVER: Flatbed Truck.....\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....\$ 12.50 **	0.00
TRUCK DRIVER: Water Truck.....\$ 12.00 **	4.11

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

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is **PACKET** by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours

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

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

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

Union Rate Identifiers

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

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

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

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wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISIO"



City Council Meeting

Item Number: 10
Meeting Date: February 13, 2024
To: City Council / City Manager
From: Erika Martinez, Manager, Purchasing
Subject: RESOLUTION APPROVING A CONTRACT WITH 4B RECREATION GROUP, LLC DBA PLAYGROUNDS ETC., THROUGH BUYBOARD, FOR THE PURCHASE AND INSTALLATION OF SHADE STRUCTURES AT REYES MASHBURN NELMS PARK FOR A TOTAL COST OF \$463,450.57; APPROVING \$176,109.43 FOR PROJECT RELATED EXPENSES; AND APPROPRIATING FUNDS FOR SAID PROJECT (DISTRICT 4) (GENERAL SERVICES)

Purpose:

Resolution awarding the purchase and installation of Shade Canopies for Reyes Mashburn Baseball Nelms Fields for the Planning and Development Service Department with 4B Recreation dba Playgrounds Etc., through Buyboard 679-22 for a cost of \$463,450.57; approving \$176,109.43 for project related expenses; for a total of \$639,560.00.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding in the amount of \$639,560.00 is available in the Parks Bond Fund and will be appropriated to the Reyes-Mashburn-Nelms Park Improvement Project for said purpose.

Strategic Priority:

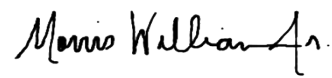
Strengthen and Sustain our Infrastructure

Discussion:

Staff recommends awarding the purchase and installation of Shade Canopies for Reyes

Mashburn Nelms Baseball Fields through the Buyboard contract 679-22. We are members of this cooperative and Subchapter F, Section 271.102 of the Local Government Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. Please see the attached memo from Lauren Williams, Interim Community Services Director, for more information.

Therefore, please consider awarding the purchase and installation of Shade Canopies for Reyes Mashburn Nelms Baseball Fields for the Planning and Development Service Department with 4B Recreation dba Playgrounds Etc., through Buyboard 679-22 for a cost of \$ \$463,450.57; approving \$176,109.43 for project related expenses; for a total of \$639,560.00.



City Manager's Office



Parks Division
Interoffice Memorandum

Date: January 31, 2024

To: Jose Ortiz, Assistant City Manager

From: Laurie M. Williams, Interim Community Services Director

Subject: Purchase and Installation of shade structures and additional amenities at Reyes-Mashburn-Nelms Baseball Fields

Playgrounds Etc. has provided a BuyBoard quote of \$463,450.57 to furnish and install 12 shades at the new baseball complex at Reyes, Mashburn, Nelms Park. This work will include all materials, the engineered sealed drawings, freight, and installation. The work will also include the installation of 12 shades that were located at the Reyes Mashburn fields prior to demolition and have been saved for use at the Reyes Mashburn t-ball fields and the Beal Park baseball complex.

The Opinion of Probable Cost for the Reyes Mashburn Nelms Baseball Complex renovations totaled \$16,145,205. The costs break down follows:

- \$ 13,174,796 for the installation of the fields and related site work
- \$ 1,757,088 for the installation of the new LED field lights.
- \$ 573,761 for the new restroom concession building
- \$ 463,451 for the new shades and installation of relocated shades
- \$ 176,109 remaining funds which will be spent for the purchase of score boards, bleachers, trash containers and other site furnishings.

Staff recommends the BuyBoard purchase of shades from Playgrounds, Etc. in the amount of \$463,451 and requests that the \$176,109 balance be appropriated at this time to complete the additional improvements at Reyes Mashburn Nelms.

Funding in the amount of \$639,560.00 is available in the Parks Donation Fund, and will be appropriated to a project for the purpose of purchasing shades, site furnishings, and scoreboards to complete the baseball field renovations at Reyes Mashburn Nelms Park.

RESOLUTION NO. _____

RESOLUTION APPROVING A CONTRACT WITH 4B RECREATION GROUP, LLC DBA PLAYGROUNDS ETC., THROUGH BUYBOARD, FOR THE PURCHASE AND INSTALLATION OF SHADE STRUCTURES AT REYES MASHBURN NELMS PARK FOR A TOTAL COST OF \$463,450.57; APPROVING \$176,109.43 FOR PROJECT RELATED EXPENSES; AND APPROPRIATING FUNDS FOR SAID PROJECT

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

WHEREAS, 4B Recreation Group, LLC dba Playgrounds Etc., has submitted a total proposed cost to the City of \$463,450.57 for the purchase and installation of shade structures at Reyes Mashburn Nelms Park through Buyboard; and

WHEREAS, the Council finds the price proposed by 4B Recreation Group, LLC dba Playgrounds Etc., through Buyboard for the purchase and installation of said shade structures to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to approve a contract with 4B Recreation Group, LLC dba Playgrounds Etc., for the purchase and installation of shade structures at Reyes Mashburn Nelms Park through Buyboard; and

WHEREAS, the City Council finds it to be in the public interest to approve \$176,109.43 for project related expenses;

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with 4B Recreation Group, LLC dba Playgrounds Etc., for the purchase and installation of shade structures at Reyes Mashburn Nelms Park, through Buyboard, for a total cost of \$463,450.57. Said contract being in a form substantially similar to Exhibit A, which is

attached hereto and incorporated herein for all purposes.

SECTION TWO. That the sum of \$176,109.43 for project related expenses is hereby approved.

SECTION THREE. That the sum of \$639,560.00 is hereby appropriated from the Parks Donation Fund to the Reyes Mashburn Nelms Park Improvement Project.

SECTION FOUR. That the City Comptroller is hereby authorized and directed to pay 4B Recreation Group, LLC dba Playgrounds Etc., in accordance with the provisions of the above-referenced contract, from funds available in the Reyes Mashburn Nelms Park Improvement Project upon receipt of proper invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2024, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

John Ohnemiller, City Attorney



THE CITY OF MIDLAND

CONTRACT

Contract No. 24002918

THIS CONTRACT, effective the 14th day of February 2024, by and between the City of Midland, hereinafter referred to as "CITY", and 4B Recreation Group, LLC dba Playgrounds Etc., hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: \$ 463,450.57 DOLLARS
2. **Scope of Work:** COMPANY shall perform all work described for the installation of shade structures and associated improvements at Reyes-Mashburn-Nelms Park. Said work being more particularly described in the following documents, which are attached hereto and incorporated herein for all purposes.

EXHIBIT A..... Specifications, Proposal or Cost Summary

EXHIBIT B..... Intentionally Omitted

EXHIBIT C..... Bonding instructions for Public Works Contract of \$50,000 and more

EXHIBIT D..... Wage Scale

3. **City:** The words "CITY's Representative" or "representative" shall mean Laurie Williams 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,
PACKET 10.7 February 13, 2024

Exhibit A

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 185 calendar days after release to proceed.

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

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

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

12.1. Defective work not remedied; or

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

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

12.4. Damages to another contractor or subcontractor.

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

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

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

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

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

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

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

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

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

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

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

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

20. **Insurance:**

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

Commercial General Liability (including Contractual liability):

-Personal Injury: \$1,000,000.00 per person
\$1,000,000.00 per occurrence

-Property Damage: \$500,000.00 per occurrence

Business Automobile Liability: \$250,000.00 combined single limit -
Personal Injury and Property Damage

Workers' Compensation: Statutory limits

Employers' Liability: \$500,000.00 per accident or occurrence

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST

Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED ONLY AS TO FORM

John Ohnemiller, City Attorney

COMPANY:

By: _____

Name: _____

Title: _____

STATE OF _____ §

§

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 2024 personally appeared, _____, an officer of 4B Recreation Group, LLC dba Playgrounds Etc., known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2024.



Playgrounds Etc.

1410 W Texas Ave.
Midland, TX 79701
432-687-6388

Exhibit A

Bid

Date

2/1/2024

Bid #

30696

Name / Address

COM
300 N. Loraine Ave
Midland TX 79701

Notes to Client

****NOTE:** Pricing is contingent upon concrete slabs being poured after shade posts and shade footings have been installed, therefore covering the baseplates and anchor bolts. In the event that Playgrounds Etc. is required to install the shades after the concrete flatwork has been installed a change order will need to be issued for additional concrete work. **

****Exclusions:** Performance and Payment Bonds**

Rep	Project Location	Project		
Amber Graham	Reyes Park	Shades R1		
Item	Description	Qty	Rate	Total
SRP SHADE	Hanging Cantilever Hip Shade, 56' x 14' x x10.5, Double Dome, Glide Elbows, Base Plates Mount	12	\$21,131.00	\$253,572.00
Relocate-Install	Reinstallation of 8 T-Cantilever Hip Shade, surface mount at Beal Park	8	\$7,507.14	\$60,057.14
Relocate-Install	Reinstallation of 4 T-Cantilever Hip Shade, surface mount at Reyes T Ball Fields	4	\$7,507.14	\$30,028.57
Bond	Performance and Payment Bond	1	\$5,600.00	\$5,600.00
Freight	Freight	1		\$22,000.00
Installation	Installation of items listed on this proposal	1		\$128,142.86
Engineered Drawings	Engineered Drawings	1		\$1,550.00
BuyBoard Discount	BuyBoard Discount, Vendor #679-22			-\$37,500.00
			SubTotal	\$463,450.57
			Sales Tax (0.0%)	\$0.00
			Total	\$463,450.57

Approval Signature: _____ **Date:** _____

Thank you for the opportunity to quote your upcoming project. If you have any questions about this proposal or if you need to make any revisions, please contact your Design Consultant at 866-451-2814. We look forward to helping you complete your next project. This bid is good for 30 days.

EXHIBIT C

Bonding Requirements

The successful bidder shall be required to furnish a Performance & Payment Bond* for bids in excess of \$50,000.00, in an amount equal to one hundred percent (100%) of the total contract price, such bond to be executed in five (5) original counterparts by a Corporate Surety authorized to do business in the State of Texas and acceptable to the City of Midland. All bonds must be executed on forms contained in these contract documents. The form of agreement which the successful bidder, as contractor, will be required to execute is also included herewith. The form of agreement and the form of the bonds should be carefully examined by the bidder.

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

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

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT

_____ of the City of

_____ of the County of _____ and State of Texas

as Principal, and _____, as Surety, are held and

firmly bound unto the City of Midland, Texas, as Oblige, 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 Oblige, 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

"General Decision Number: TX20220261 08/05/2022

Superseded General Decision Number: TX20210261

State: Texas

Construction Type: Building

County: Midland County in Texas.

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

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 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 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number
0
1

Publication Date
01/07/2022
02/25/2022

10.25

February 13, 2024

2

08/05/2022

BOIL0074-003 01/01/2021

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

ENGI0178-005 06/01/2020

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

* IRON0084-011 06/01/2022

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

PLUM0404-001 09/01/2020

	Rates	Fringes
PLUMBER.....	\$ 26.05	8.81

* SUTX2014-037 07/21/2014

	Rates	Fringes
BRICKLAYER.....	\$ 20.00	0.00
CARPENTER.....	\$ 13.82 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.76 **	0.00
ELECTRICIAN.....	\$ 23.18	6.31
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 19.77	7.13
IRONWORKER, REINFORCING.....	\$ 12.27 **	0.00
IRONWORKER, STRUCTURAL.....	\$ 22.16	5.26
LABORER: Common or General.....	\$ 11.80 **	0.00
LABORER: Mason Tender - Brick...	\$ 11.38 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.58 **	0.00
LABORER: Pipelayer.....	\$ 12.49 **	2.13
LABORER: Roof Tearoff.....	\$ 11.28 **	0.00
PACKET	10.26	
OPERATOR:		

February 13, 2024

Backhoe/Excavator/Trackhoe.....\$ 14.25 **	0.00
OPERATOR: Bobcat/Skid	
Steer/Skid Loader.....\$ 13.93 **	0.00
OPERATOR: Bulldozer.....\$ 18.29	1.31
OPERATOR: Drill.....\$ 16.22	0.34
OPERATOR: Forklift.....\$ 14.83 **	0.00
OPERATOR: Grader/Blade.....\$ 13.37 **	0.00
OPERATOR: Loader.....\$ 13.55 **	0.94
OPERATOR: Mechanic.....\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....\$ 16.03	0.00
OPERATOR: Roller.....\$ 12.70 **	0.00
PAINTER (Brush, Roller, and Spray).....\$ 15.00	0.73
PIPEFITTER.....\$ 25.80	8.55
ROOFER.....\$ 14.75 **	0.00
SHEET METAL WORKER (HVAC Duct Installation Only).....\$ 22.73	7.52
SHEET METAL WORKER, Excludes HVAC Duct Installation.....\$ 19.50	0.00
TILE FINISHER.....\$ 11.22 **	0.00
TILE SETTER.....\$ 14.74 **	0.00
TRUCK DRIVER: Dump Truck.....\$ 12.39 **	1.18
TRUCK DRIVER: Flatbed Truck.....\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....\$ 12.50 **	0.00
TRUCK DRIVER: Water Truck.....\$ 12.00 **	4.11

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

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is **PACKET** by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours

February 13, 2024

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

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

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

Union Rate Identifiers

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

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

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

February 13, 2024

wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

PACKET

10.29

February 13, 2024

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

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

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

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

=====

END OF GENERAL DECISIO"



THE CITY OF MIDLAND CONTRACT

Contract No. 24002918

THIS CONTRACT, effective the 14th day of February 2024, by and between the City of Midland, hereinafter referred to as "CITY", and 4B Recreation Group, LLC dba Playgrounds Etc., hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: \$ 463,450.57 DOLLARS
2. **Scope of Work:** COMPANY shall perform all work described for the installation of shade structures and associated improvements at Reyes-Mashburn-Nelms Park. Said work being more particularly described in the following documents, which are attached hereto and incorporated herein for all purposes.

EXHIBIT A..... Specifications, Proposal or Cost Summary

EXHIBIT B..... Intentionally Omitted

EXHIBIT C..... Bonding instructions for Public Works Contract of \$50,000 and more

EXHIBIT D..... Wage Scale

3. **City:** The words "CITY's Representative" or "representative" shall mean Laurie Williams 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,
PACKET 10.31 February 13, 2024

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 185 calendar days after release to proceed.

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

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

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

12.1. Defective work not remedied; or

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

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

12.4. Damages to another contractor or subcontractor.

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

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

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

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

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

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

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

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

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

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

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

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

20. **Insurance:**

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

Commercial General Liability (including Contractual liability):

-Personal Injury: \$1,000,000.00 per person
\$1,000,000.00 per occurrence

-Property Damage: \$500,000.00 per occurrence

Business Automobile Liability: \$250,000.00 combined single limit -
Personal Injury and Property Damage

Workers' Compensation: Statutory limits

Employers' Liability: \$500,000.00 per accident or occurrence

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST

Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED ONLY AS TO FORM

John Ohnemiller, City Attorney

COMPANY:

By: _____

Name: _____

Title: _____

STATE OF _____ §

§

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 2024 personally appeared, _____, an officer of 4B Recreation Group, LLC dba Playgrounds Etc., known to me to be the person and official whose name is subscribed to the forgoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2024.



Playgrounds Etc.

1410 W Texas Ave.
Midland, TX 79701
432-687-6388

Exhibit A

Bid

Date

2/1/2024

Bid #

30696

Name / Address

COM
300 N. Loraine Ave
Midland TX 79701

Notes to Client

****NOTE:** Pricing is contingent upon concrete slabs being poured after shade posts and shade footings have been installed, therefore covering the baseplates and anchor bolts. In the event that Playgrounds Etc. is required to install the shades after the concrete flatwork has been installed a change order will need to be issued for additional concrete work. **

****Exclusions:** Performance and Payment Bonds**

Rep	Project Location	Project		
Amber Graham	Reyes Park	Shades R1		
Item	Description	Qty	Rate	Total
SRP SHADE	Hanging Cantilever Hip Shade, 56' x 14' x x10.5, Double Dome, Glide Elbows, Base Plates Mount	12	\$21,131.00	\$253,572.00
Relocate-Install	Reinstallation of 8 T-Cantilever Hip Shade, surface mount at Beal Park	8	\$7,507.14	\$60,057.14
Relocate-Install	Reinstallation of 4 T-Cantilever Hip Shade, surface mount at Reyes T Ball Fields	4	\$7,507.14	\$30,028.57
Bond	Performance and Payment Bond	1	\$5,600.00	\$5,600.00
Freight	Freight	1		\$22,000.00
Installation	Installation of items listed on this proposal	1		\$128,142.86
Engineered Drawings	Engineered Drawings	1		\$1,550.00
BuyBoard Discount	BuyBoard Discount, Vendor #679-22			-\$37,500.00
			SubTotal	\$463,450.57
			Sales Tax (0.0%)	\$0.00
			Total	\$463,450.57

Approval Signature: _____ **Date:** _____

Thank you for the opportunity to quote your upcoming project. If you have any questions about this proposal or if you need to make any revisions, please contact your Design Consultant at 866-451-2814. We look forward to helping you complete your next project. This bid is good for 30 days.

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 Oblige.

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

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT

_____ of the City of

_____ of the County of _____ and State of Texas

as Principal, and _____, as Surety, are held and

firmly bound unto the City of Midland, Texas, as Oblige, 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 Oblige, 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

"General Decision Number: TX20220261 08/05/2022

Superseded General Decision Number: TX20210261

State: Texas

Construction Type: Building

County: Midland County in Texas.

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

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 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 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number Publication Date

0
1 PACKET01/07/2022
02/25/2022

10.49

February 13, 2024

2

08/05/2022

BOIL0074-003 01/01/2021

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

ENGI0178-005 06/01/2020

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

* IRON0084-011 06/01/2022

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

PLUM0404-001 09/01/2020

	Rates	Fringes
PLUMBER.....	\$ 26.05	8.81

* SUTX2014-037 07/21/2014

	Rates	Fringes
BRICKLAYER.....	\$ 20.00	0.00
CARPENTER.....	\$ 13.82 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.76 **	0.00
ELECTRICIAN.....	\$ 23.18	6.31
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 19.77	7.13
IRONWORKER, REINFORCING.....	\$ 12.27 **	0.00
IRONWORKER, STRUCTURAL.....	\$ 22.16	5.26
LABORER: Common or General.....	\$ 11.80 **	0.00
LABORER: Mason Tender - Brick...	\$ 11.38 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.58 **	0.00
LABORER: Pipelayer.....	\$ 12.49 **	2.13
LABORER: Roof Tearoff.....	\$ 11.28 **	0.00
PACKET	10.50	
OPERATOR:		

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Backhoe/Excavator/Trackhoe.....\$ 14.25 **	0.00
OPERATOR: Bobcat/Skid	
Steer/Skid Loader.....\$ 13.93 **	0.00
OPERATOR: Bulldozer.....\$ 18.29	1.31
OPERATOR: Drill.....\$ 16.22	0.34
OPERATOR: Forklift.....\$ 14.83 **	0.00
OPERATOR: Grader/Blade.....\$ 13.37 **	0.00
OPERATOR: Loader.....\$ 13.55 **	0.94
OPERATOR: Mechanic.....\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....\$ 16.03	0.00
OPERATOR: Roller.....\$ 12.70 **	0.00
PAINTER (Brush, Roller, and Spray).....\$ 15.00	0.73
PIPEFITTER.....\$ 25.80	8.55
ROOFER.....\$ 14.75 **	0.00
SHEET METAL WORKER (HVAC Duct Installation Only).....\$ 22.73	7.52
SHEET METAL WORKER, Excludes HVAC Duct Installation.....\$ 19.50	0.00
TILE FINISHER.....\$ 11.22 **	0.00
TILE SETTER.....\$ 14.74 **	0.00
TRUCK DRIVER: Dump Truck.....\$ 12.39 **	1.18
TRUCK DRIVER: Flatbed Truck.....\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....\$ 12.50 **	0.00
TRUCK DRIVER: Water Truck.....\$ 12.00 **	4.11

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

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is **PACKET** by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours

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

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

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

Union Rate Identifiers

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

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

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

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wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

PACKET

10.53

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

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

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

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

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END OF GENERAL DECISIO"



City Council Meeting

Item Number: 11
Meeting Date: February 13, 2024
To: City Council / City Manager
From: Erika Martinez, Manager, Purchasing
Subject: RESOLUTION APPROVING A CONTRACT WITH RESTROOM FACILITIES LIMITED, THROUGH BUYBOARD, FOR THE PURCHASE AND INSTALLATION OF A RESTROOM AND CONCESSION FACILITY AT THE REYES MASHBURN NELMS BASEBALL FIELDS FOR A TOTAL COST OF \$573,761.00; AND APPROPRIATING FUNDS FOR SAID PROJECT (DISTRICT 4) (GENERAL SERVICES)

Purpose:

Resolution awarding the purchase and installation of a Restroom and Concession building for Reyes Mashburn Nelms Baseball Fields for the Planning and Development Service Department with Restrooms Facilities Limited, through BuyBoard 679-22 for a cost of \$573,761.00.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding in the amount of \$573,761.00 is available in the Parks Bond Fund and will be appropriated to the Reyes-Mashburn-Nelms Park Improvement Project for said purpose.

Strategic Priority:

Strengthen and Sustain our Infrastructure

Discussion:

Staff recommends awarding the purchase and installation of a Restroom and Concession building for Reyes Mashburn Nelms Baseball Fields through the Buyboard contract 679-22. We are members of this cooperative and Subchapter F, Section 271.102 of the Local Government

Code provides that a local government may participate in a cooperative purchasing program and that purchasing goods or services under Subchapter F satisfies any state law requiring the local government to seek competitive bids for those purchases. Please see the attached memo from Laurie Williams, Interim Community Services Director, for more information.

Therefore, please consider awarding the purchase and installation of a Restroom and Concession building for Reyes Mashburn Nelms Baseball Fields for the Planning and Development Service Department with Restrooms Facilities Limited, through BuyBoard 679-22 for a cost of \$573,761.00.



City Manager's Office



**Parks Division
Interoffice Memorandum**

Date: January 31, 2024
To: Jose Ortiz, Assistant City Manager
From: Laurie M. Williams, Interim Community Services Director
Subject: Purchase and Installation of a modular restroom/concession building at Reyes-Mashburn-Nelms Baseball Fields

The Community Services Department recommends the BuyBoard purchase of a modular restroom/concession facility to be installed at the new turf baseball fields 1-4 at Reyes-Mashburn-Nelms Park. This facility will be used extensively by children and adults participating in baseball and softball.

City staff has worked with Restrooms Facilities Limited to design a practical and cost-effective building that will complement the proposed architectural details being developed as Reyes-Mashburn-Nelms Park is renovated. The building will be block construction with cut limestone veneer and a metal roof. The floorplan will include restrooms, a concession area, and storage. Staff anticipates that construction of the facility will be completed prior to play in the spring 2025 season.

BUYBOARD CONTRACT 679-22

RFL BASE MODEL #B624CN2ST w/full stone ext.	@	\$490,449.00
INSTALL	@	\$ <u>12,600.00</u>
TOTAL WITH BUYBOARD DISCOUNT	@	\$503,049.00
FREIGHT AND CRANE	@	\$ 54,000.00
PAYMENT AND PERFORMANCE BONDS	@	\$ <u>16,712.00</u>
TOTAL BUYBOARD W/ FREIGHT AND CRANE	@	\$573,761.00

The completed building will be delivered to the location and set in place, then plumbing and electrical will be completed by the installation crew. The BuyBoard price includes all architectural / design, building engineering, construction of the building, inspections, freight, crane, installation, bonds and permits.

Staff recommends the BuyBoard purchase of the modular restroom building from Restrooms Facilities Limited in the amount of \$573,761.00.

Funding in the amount of \$573,761.00 is available in the Parks Special Projects Fund, and will be appropriated to the Reyes-Mashburn-Nelms Park Project for said purpose.

RESOLUTION NO. _____

**RESOLUTION APPROVING A CONTRACT WITH
RESTROOM FACILITIES LIMITED, THROUGH
BUYBOARD, FOR THE PURCHASE AND
INSTALLATION OF A RESTROOM AND CONCESSION
FACILITY AT THE REYES MASHBURN NELMS
BASEBALL FIELDS FOR A TOTAL COST OF
\$573,761.00; AND APPROPRIATING FUNDS FOR SAID
PROJECT**

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

WHEREAS, Restroom Facilities Limited has submitted a total proposed cost to the City of \$573,761.00 for the purchase and installation of a restroom and concession facility at the Reyes Mashburn Nelms baseball fields through Buyboard; and

WHEREAS, the Council finds the price proposed by Restroom Facilities Limited, through Buyboard, for the purchase and installation of said restroom and concession facility to be fair and reasonable; and

WHEREAS, the City Council finds it to be in the public interest to approve a contract with Restroom Facilities Limited for the purchase and installation of a restroom and concession facility at the Reyes Mashburn Nelms baseball fields through Buyboard;

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

SECTION ONE. That the City Manager and City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a contract with Restroom Facilities Limited for the purchase and installation of a restroom and concession facility at the Reyes Mashburn Nelms baseball fields, through Buyboard, for a total cost of \$573,761.00. Said contract being in a form substantially similar to that of Exhibit A, which is attached hereto and incorporated herein for all purposes.

SECTION TWO. That the sum of \$573,761.00 is hereby appropriated from the Parks Bond Fund to the Reyes Mashburn Nelms Improvement Project.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Restroom Facilities Limited in accordance with the provisions of the above-referenced contract from funds available in the Reyes Mashburn Nelms Park Improvement Project upon receipt of proper invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2024, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Regina Stephenson, General Services Director

APPROVED AS TO FORM ONLY:

John Ohnemiller, City Attorney



TURNKEY QUOTATION

PROJECT NAME: REYES MASHBURN BASEBALL FIELDS RESTROOM BUILDING
OWNER: THE CITY OF MIDLAND, TEXAS
DATE: JANUARY 19, 2024

Restroom Facilities Limited (RFL), the Nation's leading specialized restroom design/build firm since 1988, offers to furnish and install, per plans and specifications, subject to our attached Scope of Work, and the Standard Terms and Conditions of Sale, which become part of our offer to sell.

BUYBOARD CONTRACT 679-22

RFL MODEL #B624CN2ST FULL STONE EXTERIOR @		\$490,449.00
INSTALL @		\$ 12,600.00
TOTAL WITH BUYBOARD DISCOUNT @		\$503,049.00
FREIGHT AND CRANE @		\$ 54,000.00
PAYMENT & PERFORMANCE BONDS @		\$ 16,712.00
TOTAL BUYBOARD W/ FREIGHT AND CRANE @		\$573,761.00

Note: You must itemize your purchasing document as shown in this quote.

Payment terms: 50% installment with order; 45% in progress billings during construction; and balance of 5% upon completion of delivery and installation, no retention. Payment of 95% must be received by RFL prior to scheduling of delivery and installation. Thank you for considering RFL as your restroom specialist for this project.

The above building is CMU Block construction and will come with the following features:

full stone exterior (to roof - all exterior walls)
standing seam metal roof,
attached 8" thick concrete slab foundation (stained and sealed),
enclosed ceiling in concession and storage (following the pitch of the roof),
Insulated walls in concession and storage
vitreous china fixtures (toilets, lavs, urinal),
Hand dryers,
stainless steel mesh vents,
energy efficient LED lighting inside and outside,
energy efficient tankless on-demand water heaters,
All required ADA grab bars, tp holders, etc,

Initial _____ Initial _____
PACKET

Concession Side to also include:

PTAC A/C unit,

insulated walls (exterior walls and wall connecting to restroom side),

insulated ceiling,

stainless steel 3 compartment sink with washboards on either side,

energy efficient LED tube lights,

VC hand sink with poly screens on either side,

stainless steel counter behind concession windows,

concession windows,

steel door shutters over concession windows,

Storage to include:

PTAC A/C unit

All internal electrical and plumbing included throughout building.

HOW WE WORK

Once plans have been approved and engineer stamped, the manufacturing process begins. Typically, the manufacturing process begins with execution of sales order and receipt of approved submittals, color selections and progress payments. It is the responsibility of the Client to respond to color selections in 1-3 days, if this condition is not met it will delay the construction process and the Client may incur additional charges. In-plant inspection reports and certifications will be provided by an independent inspection agency.

The client must prepare the site in accordance with the "Scope of Work by Client" attached and coordinate any required on site inspections. Client is required to provide verification that the site is ready for delivery in accordance of Client's scope of work.

Exclusions:

- A. Sidewalks beyond building slab.
- B. Site issues beyond the control of RFL.
- C. Damage to existing improvements.
- D. Protection of existing utilities, landscaping, and improvements.
- E. If required per geotech report, footing, piers, and/or select fill labor and materials to be provided by others.
- F. Excavation and backfill of trenches

CLIENT'S SCOPE OF WORK
TURNKEY INSTALLATION OF RESTROOM BUILDING WITH ATTACHED SLAB

1. SURVEY STAKES:

Provide ten foot offset stakes and locate front corners of building, existing utilities, and inverts within the area of construction. Locate and mark final slab elevation.

2. SUBGRADE PAD:

Detailed instructions to prepare the building site are as follows:

- 2.1. Excavate down ten inches below the finish floor elevation (the slab is eight inches thick on top of a two inch sand bed).
- 2.2. Import six inches of $\frac{3}{4}$ - road base rock, and pour for a footing and/or piers.
- 2.3. Compact to 95%, or to local code requirement. If RFL installer questions 95% compaction Client will be required to sign off on approval of setting of the building.
- 2.4. Compact one foot over in all directions (over build).
- 2.5. Supply approximately five cubic yards of clean sand, on side of site, for fine grading.
- 2.6. Excavate and backfill trenches up to and within building pad for RFL supplied underground utility service kits.
- 2.7. Provide water and inspection for RFL supplied underground sewer kit.
- 2.8. All irrigation should be turned off prior to delivery to allow the surrounding soils to dry and bear the weight of the truck and crane. Any damage to area after verification of path in is the responsibility of the Client.
- 2.9. Check corner locations against plans for proper sizing.
- 2.10. Verify finish floor elevation for concrete slab (shipped fully attached to the building.)
- 2.11. Excavate one foot perimeter footing if required by local code to specified depth.
- 2.12. Verify that pad is level and flat and at correct elevation.

3. SITE ACCESS AND STORAGE:

Provide suitable safe clear access to allow a crane (minimum 110 tons), and the building on a semi-trailer (up to 40 tons) to reach site (14' width, 70' length, and 14' in height). If path to site is over existing utilities, sidewalks, or other damageable areas, proper marking, plating or other appropriate protection must be provided by and paid for by CLIENT. CLIENT is responsible for removing any overhead obstructions (i.e. power lines, trees). CLIENT is responsible for scheduling and paying for the de-energizing of any power lines, if powerlines are not de-energized in a timely manner any additional truck and / or crane cost will be the responsibility of the Client. CLIENT is responsible for rerouting or blocking of traffic to ensure safe and clear access, or if required by local or State jurisdiction, to delivery site and will be responsible for associated costs. Upon agreed delivery schedule client will be responsible for additional crane and trucking

charges if any delays are incurred due to weather, lack of inspections, lack of pad being prepared, or any other cause for delay.. This proposal provides for a 110 ton crane with access to within 25' of the building pad. The proposal is based on four (4) hours of crane time. If access is limited a larger crane may be required. All additional crane costs shall be borne by the CLIENT. A direct route to the project site is assumed. Should routes be altered due to road closures or restrictions, additional fees may apply.

4. UTILITIES:

Bring water, sewer, and power (if applicable) utilities into point of connection Christy boxes (supplied by RFL), within six feet of the building line at the location shown on our plan.

- 4.1. Water: RFL will furnish a water point of connection (isolation valve), from mechanical chase to a Christy box six feet from the building line. CLIENT must have a licensed plumber install and connect service to valve.
- 4.2. Sewer: RFL will furnish a sewer point of connection from mechanical chase to a Christy box six feet from the building line. CLIENT must have a licensed plumber install and connect service. Depth of sewer line (below finished floor elevation) will be approximately 30" at bottom of sewer line at a distance of 6' from building. It is the responsibility of the Client to meet up with RFL's supplied sewer line at this depth. Client will be responsible for hiring of licensed plumber to acquire appropriate plumbing permit, to install prefabricated underground plumbing kit into pre dug trench, and to make connections between underground stubups and internal building plumbing located in plumbing chase within the building. RFL installer will be on site to answer any questions or give direction as to proper installation of said plumbing kit as requested by licensed plumber or client.
- 4.3. Electrical: (when this option is chosen) RFL will furnish and install a PVC conduit and a Christy box to the point of connection six feet from the building line. CLIENT to pull the electrical service line through the conduit and connect to the main panel lugs inside the building. All electrical inside the building will be furnished and installed by RFL, except as noted above in exclusions.
- 4.4. If the utilities are not available and connected to building when we depart the site, an additional charge will be billed to the CLIENT in the amount of 1,500 per day to send an installation crew back to site to flush out plumbing lines, pressurize building plumbing, test for leaks, test all other components of the building (plumbing, sewer, electrical), and conduct a final walk through of the building.
- 4.5. A minimum 1½" line with 50 gpm at 60 psi pressure minimum is required to ensure that water closets will operate as designed. If this is not available an auxiliary holding tank may be required.

5. SPECIAL CONDITIONS AND COSTS:

If specifications and / or local ordinances by owner and / or local jurisdiction require any testing, work by licensed plumbers, work by licensed electricians, or special inspections, costs, if any, shall be borne by CLIENT.

6. PERMITS AND FEES:

All building permits and fees shall be borne by CLIENT.

7. INSPECTIONS:

We require that all inspections be scheduled with adequate notice to ensure that the underground plumbing and electrical work is approved prior to placement of building. We require that final inspection and acceptance by owner and building officials be performed immediately following RFL's completion of installation. If any conditions exist in which RFL cannot conduct a final walkthrough (no utilities / partial utilities available during install, or other circumstances beyond our control) there will be an additional charge of 1,500 per day to send an RFL install crew or crew member back out to site at a later date to complete the installation. We also require final inspection and acceptance immediately following RFL's conclusion of any correction items.

8. SITE CLEANUP AND DEBRIS REMOVAL:

CLIENT shall provide an on-site trash bin for disposal of one pick up load of debris. All excess spoils shall be the responsibility of the CLIENT. All rough and final grading shall be by CLIENT.

9. VERIFICATION OF PREPARED PAD:

Client must verify elevation, compaction of pad as well as the pad being flat and level prior to delivery of building(s).

STANDARD TERMS AND CONDITIONS OF SALE

1. LINKAGE:

These Terms and Conditions of Sale shall apply and form a part of the Company's Offer to Sell and supersede all other expressed or implied terms and be linked to our Agreement for work whether or not signed by the Purchaser.

2. ACCEPTANCE:

Unless otherwise expressly stated herein, the Company's Offer supersedes all previous quotations and expires, unless accepted by purchaser, within ten (10) days from date of Offer. None of the Terms and Conditions contained in this quotation may be added to, modified, superseded or otherwise altered except by a written instrument signed by the President of the Company. Each shipment to buyer from the Company shall be deemed to be only under these Terms and Conditions of Sale, which shall become part of our Offer to Sell, notwithstanding any Terms and Conditions that may be contained in any

purchase order or other form of the buyer, notwithstanding the shipment, acceptance of payment or similar act of the Company. All Purchase Orders when accepted by the Company at 1707 Colt Circle, Marble Falls, Texas 78654, will be in accordance with the Laws of the State of Texas. All orders are subject to review by the Company in accordance with the Company's Offer to Sell before final acceptance is authorized. All disputes shall be governed by applicable Texas Law and all claims shall be filed and litigated in Burnet County, Texas, with the prevailing party recovering attorney's fees.

3. **PRICES:**

Initial payment is due no later than 30 days from receipt of invoice. All subsequent progress payments are due no later than 30 days from receipt of invoice. If payment is not made by client in accordance with the Contract Terms, interest will be charged at the rate of 1-1/2% (one and one-half percent) per month until paid. If an order is accepted by the Company, and a delivery date is accepted by the Client, and delivery is delayed by the Client, payment of all but 5% is due upon completion at the Point of Manufacture. A 1-1/2% (one and one-half percent) per month added fee shall be due for each month the shipment is delayed. Client shall approve Phase 1 plans and have color selections chosen and back to RFL no later than 15 days of receiving Phase 1 plans for review and color selection. If Phase 1 plans are not approved and / or color selections are not submitted to RFL within 15 days Client will incur a 1.5% fee of total project amount per month commencing at the 16 day mark. Fee shall continue on a monthly basis until Phase 1 approvals and / or color selections are received by RFL. If, during the performance of this contract, the price of construction materials increases, through no fault of RFL, the price of the contracted building shall be equitably adjusted by an amount reasonably necessary to cover any such price increase. Such price increases to the client shall be documented through change orders or invoices. Where the delivery of contracted buildings is delayed, through no fault of RFL, as a result of material shortage, material unavailability, or shipping regulation changes, RFL shall not be liable for any additional costs or damages associated with such delays.

4. **TERMINATION:**

Purchaser shall be responsible for costs of work performed which will include overhead and profit.

5. **TITLE AND LIEN RIGHTS:**

All Products remain the personal property of the Company, whether or not affixed to any other real property or structure, until the total amount of the contract including any change orders has been fully paid.

6. **LACHES:**

Failure of the Company to exercise any right or remedy under this contract shall not be deemed a waiver of such right, nor shall any lien or other right of the Company be lost or impaired by laches or in any manner or by any act or failure to act.

7. **LIMITATION OF LIABILITY:**

Under no circumstances, unless stated in our Offer to Sell or bid, shall the Company have any liability, for collateral, consequential special damages, loss of profits, loss of production, delay in the progress of construction, whether resulting from delays in delivery, performance, breach of warranty, due to lack of timely performance in reviewing and approving shop drawings, completing site preparation or lack of payment in accordance with the terms set forth herein. The aggregate total liability of the Company under the contract, whether for breach of warranty or otherwise shall in no event exceed the contract price.

8. **DELIVERY:**

Except as may be otherwise specified in the attached Offer, delivery will be F.O.B. point of manufacture. Time of delivery is an estimate only. The Company shall in no event be liable for delays caused by fires, acts of God, strikes, labor difficulties, acts of Government or military, delays in transportation or procurement of materials or causes of any kind beyond the Company's immediate control. If building is ready for shipment and Customer delays said shipment, Company shall store the facility at the point of manufacturing and charge 1-1/2% (one and one-half percent) per month as a storage charge. If shipment arrives and site is not ready, Owner shall pay any off-site storage fees as applicable.

9. **WARRANTY:**

All structural elements produced by the company are warranted to the purchaser to be free from defects in material, workmanship and title. The Company will replace or repair, at its option, defects in workmanship or any part which is proven defective within five years from delivery. This warranty applies only where the Company has been notified in writing of the defect within the warranty period and where any equipment has been properly operated and maintained in accordance with the Company's instructions: the Company having no responsibility for abuse, neglect, minor leaks in plumbing, or improper storage. Company shall have no responsibility for improper grading of concrete or soil around the building that does not allow for proper drainage of water away from the building. Example: improper drainage of water could cause cracking of brick, cultured stone, natural stone, cmu, hardie materials, or other types of exterior finishes, as well as swelling, rot, mold, or mildew of any type of lumber that has prolonged exposure to water. Typically the final grade must be sloped away from the foundation by 1/2 inch per foot over a minimum distance of 10 feet (site plans, civil engineer, or others can and may override the above recommendation, as it is a typical recommendation and site conditions vary). Keeping the proper slope allows water to drain away from the foundation. Should any issues arise where additional work must be performed RFL retains the right to perform this work at the earliest opportunity. Should it be necessary to have this work performed by others due to the nature of the work or a conflict in scheduling, RFL must be notified 48 hours in advance in writing and given the

opportunity to perform said work. Should it be necessary to have this work performed by others a written estimate must be approved by RFL in advance of any work being undertaken. The Company assigns any and all warranties for fixtures, appliances, and other equipment manufactured by others to said other manufacturer. Due to its nature, concrete is prone to settling and cracking. Minor cracking in the concrete is normal and is not the responsibility of RFL. Checking, warping, twisting, or splits in timbers are natural occurrences and are not the responsibility of RFL. We use high quality 304 stainless steel in our products and under certain conditions and/or improper maintenance stainless steel may rust. Minor rust spots or discoloration are not the responsibility of RFL. The foregoing shall constitute the said liability of the Company and the sole remedy to the purchaser. Company's warranties as set forth in this paragraph are exclusive and are in lieu of, and purchaser hereby waives all other warranties, expressed or implied, including without limitation, any implied warranties or merchantability and fitness. This warranty shall be void if payment in full for the project is not received by the Company in accordance with these Terms and Conditions of Sale.

10. **CREDIT:**

(Deposit and Progress Payments)

11. MUNICIPAL AND FEDERAL GOVERNMENT AGENCIES:

Orders may require deposits or progress payments. If buyer's financial situation justifies such action, the Company may at its election require payment in advance or cancel the order as to any unshipped item and require payment of its reasonable cancellation charges. If the buyer delays completion of manufacture or a delay in shipment, the Company shall require payment according to the percentage of completion. In the event of the default of the buyer, the Company is entitled to the full amount due including reasonable attorneys fees, costs, storage, expenses of physical recovery, and interest at 1-1/2% (one and one-half percent) per month.

12. CLIENTS AND NON-GOVERNMENT AGENCIES:

Orders may require deposits or advance payment as well as progress payments subject to the buyer's creditworthiness in accordance with the Company's applicable credit policies. Breach of any payment terms shall accelerate full payment which shall be due the balance of the contract amount including change orders.

Restroom Facilities Limited

John Putman, President

Date

Client Name

Name and Title

Date

LIST OF ABBREVIATIONS

F.F.F.

ABOVE FINISH FLOOR

B.W.

BOTH WAY

C.L.

CENTER LINE

E.O.S.

EDGE OF SLAB

F.O.S.

FACE OF STUD

F.R.C.

FIBER REINFORCED CONCRETE

F.R.P.

FIBER REINFORCED PLASTIC

F.W.

FIELD WORK

H.S.S.

HOLLOW STRUCTURAL SECTION

I.D.

INSIDE DIAMETER

K.D.

KILN DRIED

M.S.

MAXIMUM

MIN.

MINIMUM

NOM.

NOMINAL

O.C.

ON CENTER

O.D.

OUTSIDE DIAMETER

O.S.B.

ORIENTED STANDARD BOARD

R.S.

ROUGH SAWN

S.S.

STAINLESS STEEL

U.N.O

UNLESS NOTED OTHERWISE

W.W.F

WELDED WIRE FABRIC

MISCELLANEOUS NOTES

IN THE EVENT OF UNFORESEEN CIRCUMSTANCES THAT CAUSE MATERIALS TO BECOME UNAVAILABLE, RESTROOM FACILITIES LTD. RESERVES THE RIGHT TO SUBSTITUTE REASONABLE SIMILAR OR EQUAL TO ITEMS TO ORIGINAL SPECIFICATIONS. ANY ITEM SUBSTITUTED WILL MEET APPLICABLE CODE REQUIREMENTS.

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STATE STAMP

ENGINEER STAMP

REYES MASHBURN BASEBALL
2101 CUTHBERT
MIDLAND, TX 79701
JOB NUMBER:-----
MODEL NUMBER:W624CN2ST

DESIGN CRITERIA

C.S.

COVER SHEET

A1

FLOOR PLAN

A2

ELEVATIONS

A3

ELEVATIONS

A4

DOOR, WINDOW, VENT AND ACCESSORY PLAN

A5

DOOR, WINDOW AND VENT SCHEDULES

A6

ACCESSORY SCHEDULE

A7

EXTERIOR & INTERIOR FINISH SCHEDULES

A8

ADA/TAS REQUIREMENTS

P1

PLUMBING PLAN

P2

PLUMBING FIXTURE SCHEDULE

P3

PLUMBING WATER PLAN

P4

PLUMBING WASTE PLAN

E1

ELECTRICAL PLAN

E2

ELECTRICAL FIXTURE SCHEDULE

E3

ELECTRICAL PANEL SCHEDULES

THIS IS A PHASE 1 SET FOR COLOR SELECTIONS AND VERIFICATION OF SCHEDULES

SPECIAL

CONDITIONS/ LIMITATIONS

- BUILDING NOT TO BE INSTALLED NEXT TO AN EXISTING BUILDING CLOSER THAT 10'.

- BUILDING CONFIGURATION SHOWN IS CONSTRUCTED IN FACTORY THE UNDERGROUND PLUMBING PIPING IS PARTIALLY CONSTRUCTED AND SHIPPED TO THE SITE WITH THE BUILDING FOR INSTALLATION UNDERGROUND PRIOR TO THE BUILDING BEING SET.

RFL RESERVES THE RIGHT TO SUBSTITUTE REASONABLY EQUAL OR BETTER EQUIPMENT, MATERIALS, FINISHED, AND ACCESSORIES AS SPECIFIED.

PROJECT REVISION

REVISED BY:

DATE

A

A

A

A

A

COVER SHEET

SHEET DESCRIPTION:

CS

SHEET

PROJECT

W624CN2ST

REYES MASHBURN BASEBALL

2101 CUTHBERT

MIDLAND, TX 79701

RFL MODEL #:

RFL PROJECT:

C.G.

DRAWN BY:

9/26/2023

DATE:

REVISION:

DATE:

REVISION:

DATE:

REVISION:

DATE:

REVISION:

DATE:

RFL Restroom Facilities Limited

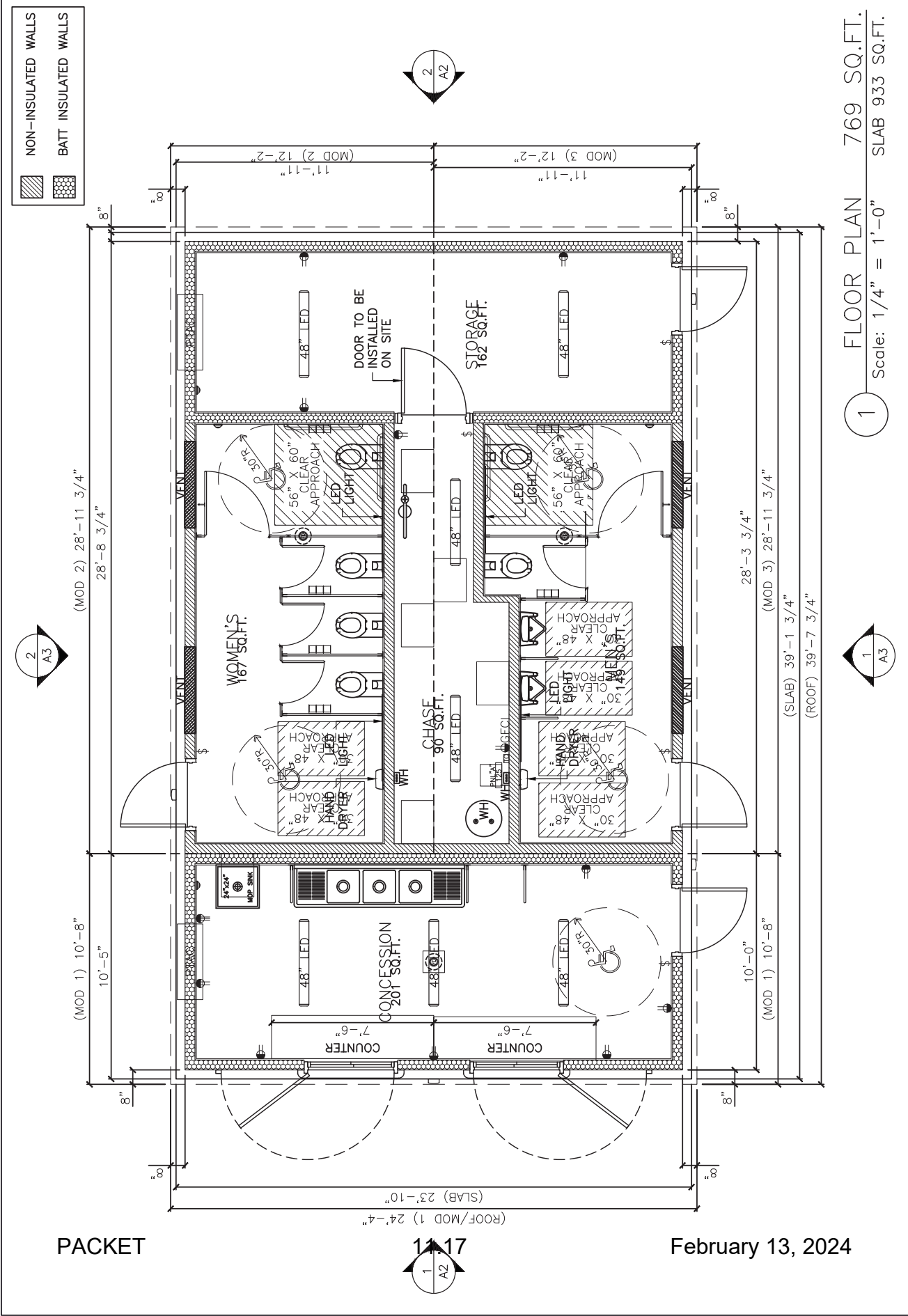
1700 CULTE CIRCLE

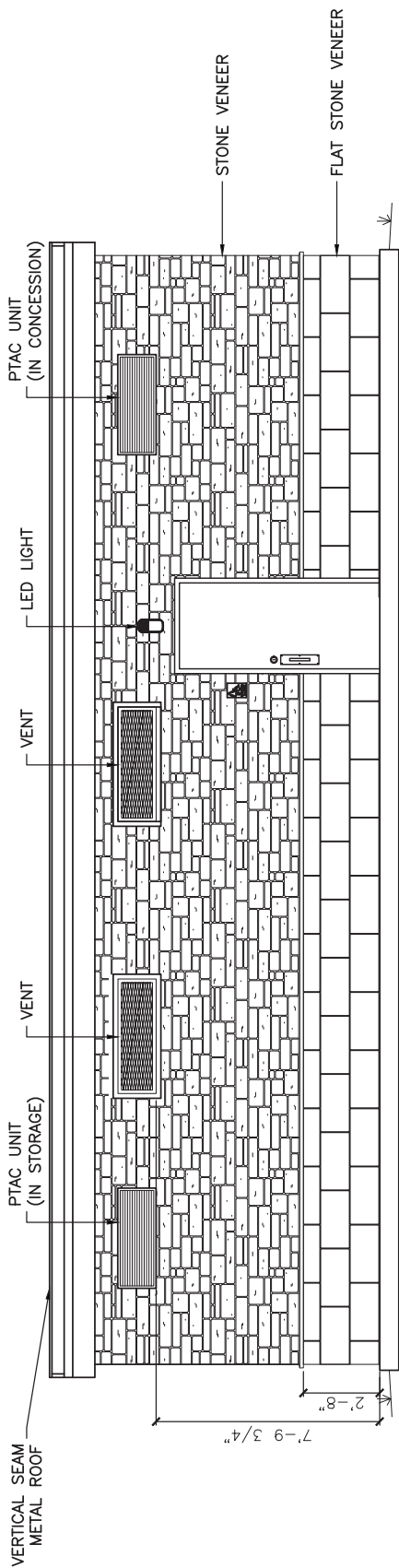
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US, TX, 76064

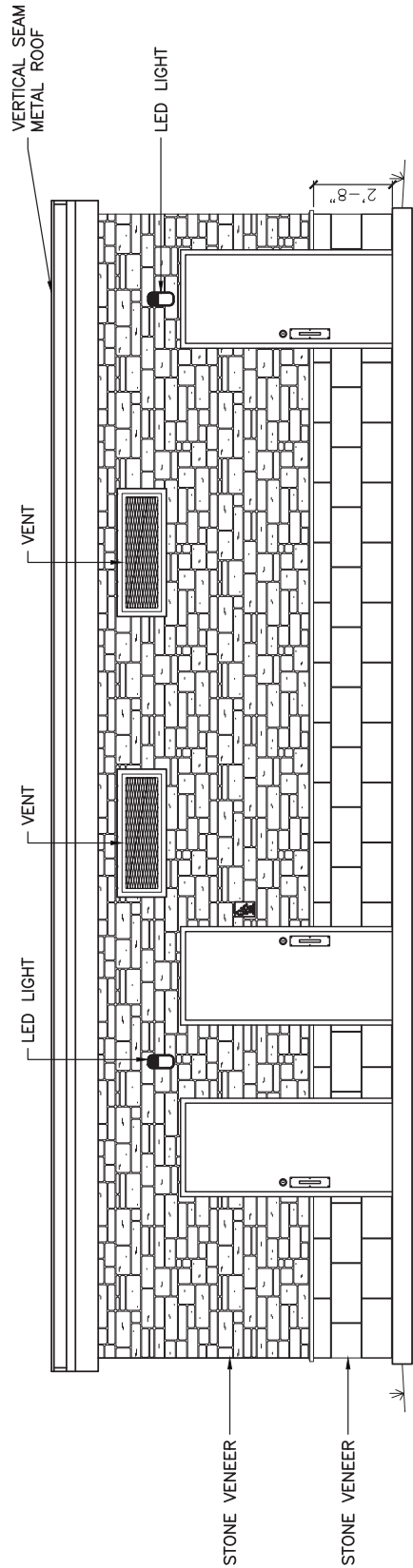
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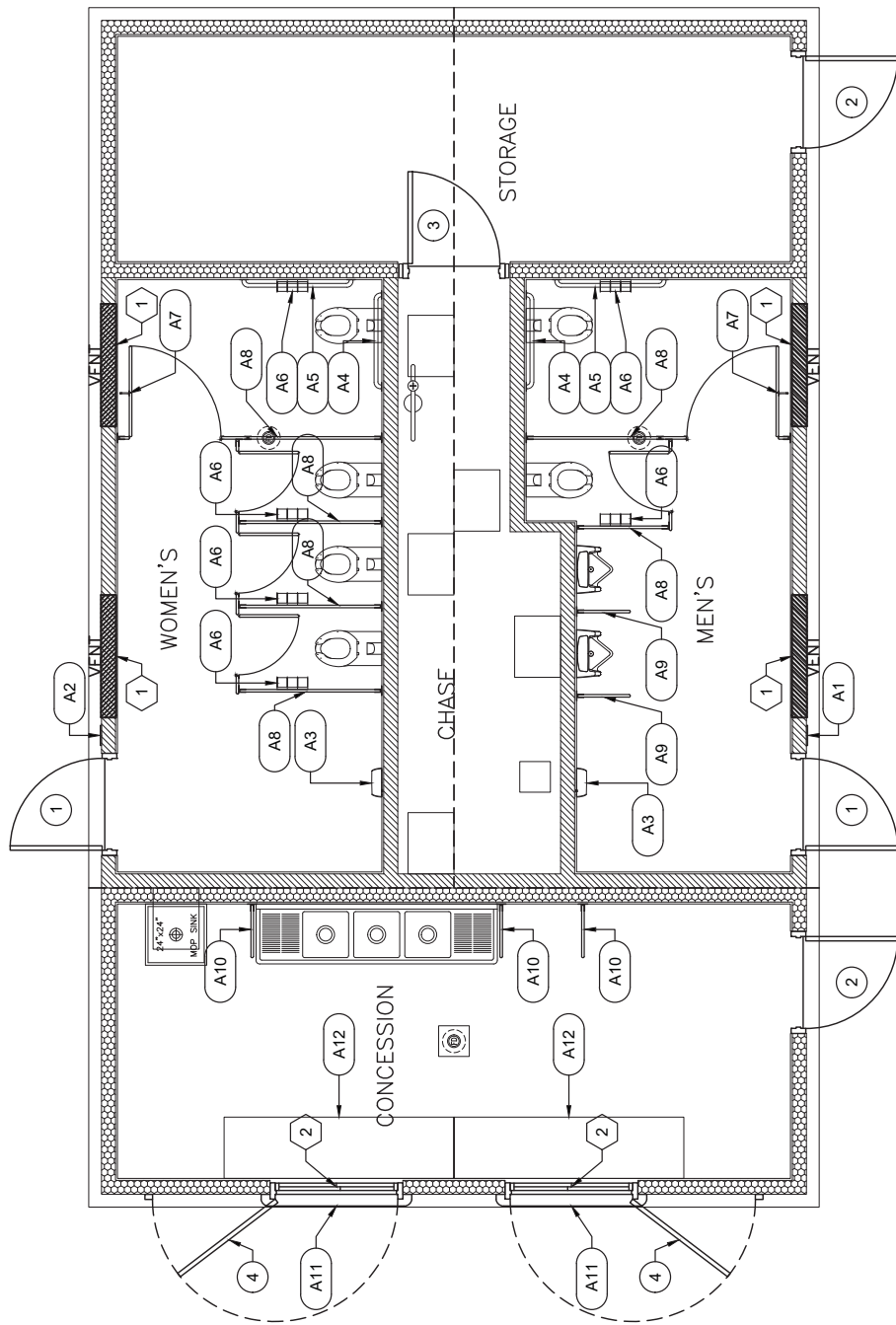




2 LEFT SIDE ELEVATION
Scale: 1/4" = 1'-0"



1 RIGHT SIDE ELEVATION
Scale: 1/4" = 1'-0"



1

DOOR, WINDOW, VENT AND ACCESSORY PLAN

Scale: 1/4" = 1'-0"

Restroom Products Limited

RFL

1790 CORT CIRCLE
FARMERSVILLE, TEXAS 76644
512.222.5454

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PROJECT:
REYES MASHBURN BASEBALL
2101 CUTHBERT
MIDLAND, TX 79701

RFL MODEL #:
W624CN2ST

DRAWN BY: C.G.

DATE: 9/26/2023

REVISION:

DATE:

REVISION:

DATE:

REVISION:

DATE:

REVISION:

DATE:

SHEET DESCRIPTION:
DOOR, WINDOW AND VENT
SCHEDULES

SHEET
A5

TYPE "A"

TYPE "B"

TYPE "C"

TYPE "D"

PACKET

DOOR SCHEDULE

NO.	DOOR SIZE	R.O. SIZE	THICKNESS	QTY.	TYPE	DOOR MATERIAL	FRAME MATERIAL	LOCK	LOCK FINISH	PULL/PUSH PLATE & HANDLES	HINGE	CLOSER	KICK PLATE	THRESHOLD	DOOR SHOE	WEATHER STRIP
①	3'-0"x7'-0"	3'-2 1/4" X 7'-2"	0'-1 3/4"	2	A	HOLLOW METAL PANEL	HOLLOW METAL 16 GA.	SCHLAGE B663 CLASSROOM DEADBOLT KEY/THUMBTURN	630	IVES 8111-5 PULL HANDLE	SELECT PRODUCTS LIMITED SL2483CLH	DORMA 8616 DST	IVES 8400 10X32 US32D (INSIDE ONLY)	N/A	N/A	N/A
②	3'-0"x7'-0"	3'-2 1/4" X 7'-2"	0'-1 3/4"	2	A	HOLLOW METAL PANEL	HOLLOW METAL 16 GA.	SCHLAGE B660P DEADBOLT KEY/THUMBTURN	630	IVES 8111-5 PULL HANDLE	SELECT PRODUCTS LIMITED SL2483CLH	DORMA 8616 DST	IVES 8400 10X32 US32D (INSIDE ONLY)	NGP 424E 36"	PEMKO 217AV 36"	ZERO #3216S
③	3'-0"x7'-0"	3'-2 1/4" X 7'-2"	0'-1 3/4"	1	A	HOLLOW METAL PANEL	HOLLOW METAL 16 GA.	SCHLAGE B660P DEADBOLT KEY/THUMBTURN	630	IVES 8111-5 PULL HANDLE	SELECT PRODUCTS LIMITED SL2483CLH	WRIGHT DOOR RETAINER CHAIN STOP	N/A	NGP 424E 36"	PEMKO 217AV 36"	ZERO #3216S
④	4'-0" X 2'-11 1/2"	4'-2 1/4" X 3'-2 1/4"	0'-1 3/4"	2	B	HOLLOW METAL PANEL	HOLLOW METAL 16 GA.	SCHLAGE L9462 F16 DOUBLE CYLINDER LOCK KEY/KEY	630	N/A	SELECT PRODUCTS LIMITED SL2483CLH	N/A	N/A	N/A	N/A	N/A

VENT / WINDOW SCHEDULE

NO.	WINDOW SIZE	R.O. SIZE	THICKNESS	TYPE	WINDOW MATERIAL	FRAME MATERIAL	MOUNTING HEIGHT	MANUFACTURER MODEL #
①	4' LENGTH	4'-0 1/4"	0'-0 1/8"	C	304 STAINLESS STEEL EXPANDED METAL MESH	CORWORTH TREATED LUMBER	ON WALL (SEE ELEVATIONS)	CUSTOM (IN A FLATTENED DEBURRED PATTERN)
②	3'-11 1/2" X 2'-11 3/4"	4'-0" X 3'-0"	0'-5 1/4"	D	3/4" SOLARBAN 70XL LOW-E GLASS	ANODIZED ALUMINUM	MOUNTED IN 4' DOOR FRAMES (SEE ELEVATIONS)	READY ACCESS 600 SERIES ENERGY SAVER WITH 3/4" SOLARBAN 70XL LOW-E GLASS

February 13, 2024

ACCESSORY SCHEDULE

PACKET		MENS	WOMENS	CONCESSION	STORAGE	CHASE	EXTERIOR	TOTAL	ACCESSORY NAME	ACCESSORY DESCRIPTION	MOUNTING HEIGHT	MANUFACTURER	COLOR	MODEL#/NOTES
A1	1	1						1	ADAAG PICTOGRAM RESTROOM SIGN (MENS)	MENS WHEELCHAIR ACCESSIBLE BATHROOM BRAILLE ADA SIGN IN BRUSHED ALUMINUM	60" A.F.F. TO C.L.	ADA SIGN DEPOT	6"x8" BRUSHED ALUMINUM W/ BLACK CHARACTERS	IN STYLE OF BAL-1012
A2		1						1	ADAAG PICTOGRAM RESTROOM SIGN (WOMENS)	WOMENS WHEELCHAIR ACCESSIBLE BATHROOM BRAILLE ADA SIGN IN BRUSHED ALUMINUM	60" A.F.F. TO C.L.	ADA SIGN DEPOT	6"x8" BRUSHED ALUMINUM W/ BLACK CHARACTERS	IN STYLE OF BAL-1013
A3		1	1					2	HAND DRYER	SURFACE MOUNTED HAND DRYER	40" A.F.F. TO OPERABLE PARTS	WORLD DRYER	WHITE ON ALUMINUM	L-974
A4		1	1					2	HANDICAP GRAB BARS	36" LONG X 1-1/2" DIAMETER HORIZONTAL OR VERTICAL/ STAINLESS STEEL GRAB BARS WITH CONCEALED FLANGES	33" A.F.F. TO TOP OF GRIPPING SURFACE	BOBRICK	STAINLESS STEEL	B-6806 X 36
A5		1	1					2	HANDICAP GRAB BARS	42" LONG X 1-1/2" DIAMETER HORIZONTAL OR VERTICAL STAINLESS STEEL GRAB BARS WITH CONCEALED FLANGES	33" A.F.F. TO TOP OF GRIPPING SURFACE	BOBRICK	STAINLESS STEEL	B-6806 X 42
A6	2	4						6	TOILET PAPER RECEPTACLE	18-20 GA. TYPE 304 STAINLESS STEEL FRAME, 1-1/8" DIAMETER TUBE	15" A.F.F. TO C.L.	ROYCE ROLLS	STAINLESS STEEL	TP-3
A7	1	1						2	COAT HOOKS	COAT HOOK WITH HOOK AND BUMPER	48" MAX A.F.F. TO C.L.	BOBRICK	ALUMINUM CAST	B-212
A8	2	4						6	TOILET PARTITIONS	1" HIGH-DENSITY POLYETHYLENE PLASTIC (HDPE) STAINLESS VANDAL RESISTANT HARDWARE	9" A.F.F. MINIMUM	GEM	T.B.D	PEBBLE FINISH
A9	2							2	URINAL SCREENS	1" HIGH-DENSITY POLYETHYLENE PLASTIC (HDPE) STAINLESS VANDAL RESISTANT HARDWARE	12" A.F.F. MIN. 60" MIN. TO TOP, 18" MIN. FROM WALL TO EDGE	GEM	T.B.D	PEBBLE FINISH
A10				3				3	SPLASH SCREENS	1" HIGH-DENSITY POLYETHYLENE PLASTIC (HDPE) STAINLESS VANDAL RESISTANT HARDWARE	12" A.F.F. MIN.	GEM	T.B.D	PEBBLE FINISH
A11			2					2	OUTSIDE CONCESSION COUNTER	18 GA. TYPE 304 STAINLESS STEEL (EXTERIOR)	34" A.F.F. TO COUNTER TOP, 4" MAX DEPTH FROM OUTSIDE OF BLOCK	RFL	STAINLESS STEEL	CUSTOM FABRICATED
A12				2				2	INSIDE CONCESSION COUNTER	18 GA. TYPE 304 STAINLESS STEEL (INTERIOR)	TOP OF SHELF AT STILL HEIGHT (SEE FLOOR PLAN FOR LENGTHS)	RFL	STAINLESS STEEL	CUSTOM FABRICATED

February 13, 2024

RFL

Restroom Facilities Limited

1790 CORT CIRCLE
SUITE 100
DALLAS, TX 75244

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PROJECT:
REYES MASHBURN BASEBALL
2101 CUTHBERT
MIDLAND, TX 79701

W624CN2ST
RFL MODEL #:

DRAWN BY: C.G.
DATE: 9/26/2023
REVISION:
DATE:
REVISION:
DATE:
REVISION:
DATE:
REVISION:
DATE:

ACCESSORY SCHEDULE

SHEET DESCRIPTION:

SHEET
A6

EXTERIOR FINISH SCHEDULE

DESCRIPTION	MATERIAL	FINISH	COLOR	BRAND	REMARKS
WINDSCOT WALL TO 8' A.F.F.	FLAT STONE VENEER OVER FRAMED WALLS	NATURAL	T.B.D.	T.B.D.	N/A
WALL 2'-8" A.F.F. TO 10'-0"	STONE VENEER OVER FRAMED WALLS	NATURAL	T.B.D.	T.B.D.	N/A
EXTERIOR SOFFITS	2X6 T&G DECKING	STAINED	CENTURY REDWOOD	SUPERDECK	N/A
FASCIA/ RAKE	2X8 WINDSOR ONE PROTECTED	PAINTED	T.B.D.	SHERWIN WILLIAMS	F01 (WITHOUT PRIME COAT)
ROOFING	LIBERTY SBS SELF-ADHERING ROOFING SYSTEM	MANUFACTURER	WHITE	GAF	PER MANUFACTURER INSTRUCTIONS (TDI RC-121)
VENTS	STAINLESS STEEL WITH TREATED LUMBER FRAMES	PAINTED	T.B.D.	SHERWIN WILLIAMS	F01 (RFL TREATED LUMBER, PAINT FRAMES ONLY)
DOORS/ JAMBS	1-3/4" THICK FULL-FLUSH, 16 GAUGE STEEL	PAINTED	T.B.D.	SHERWIN WILLIAMS	F03

- F01 EXPOSED WOOD, TRIM, BEAMS RAFTERS, FRC
- (1) PRIMER COAT 2521 ACRY. SHIELD (100% ACRYLIC PRIMER)
- (2) FINISH COAT 1685 DURA-POXY+ (100% ACRYLIC SEMI-GLOSS ENAMEL)
- F02 BLOCK (PUBLIC USE AREAS)
- (1) COAT BLOCK FILL 521 COLOR SHIELD (PRIME & FILL ACRYLIC BLOCK FILLER)
- (1) COAT PRIMER 255 ACRYLIC-SHIELD (100% ACRYLIC PRIMER)
- (2) COATS FINISH 1685 DURA-POXY+ (100% ACRYLIC SEMI-GLOSS ENAMEL)
- F03 STEEL METAL DOORS AND FRAMES
- (1) COAT PRIMER METALMAX DTM ACRYLIC URETHANE GREY PRIMER
- (2) COATS FINISH METALMAX URETHANE TINT BASE

INTERIOR FINISH SCHEDULE

	DESCRIPTION	MATERIAL	FINISH	COLOR	BRAND	REMARKS
CONCRESS.	CONCRETE FLOOR	H&C COLORTOP SOLVENT BASE STAIN	LIGHT BROOM	GRAY	SHERWIN WILLIAMS	RFL
WOMENS	CONCRETE FLOOR	INSUL-X SURE STEP ANTI-SLIP LATEX COATING	LIGHT BROOM	GRAY	SHERWIN WILLIAMS	RFL
CHASE	WALL FLOOR TO 10'-0"	OPEN FRAME	PAINTED	GRAY	SHERWIN WILLIAMS	F04
STORAGE	WALL FLOOR TO 10'-0"	3/32" CLASS 'C' FIBER REINFORCED PLASTIC (FRP) OVER 5/8" O.S.B. FASTENED W/8D NAILS @ 6/12.	STANDARD	WHITE	SHERWIN WILLIAMS	N/A (SEAMLESS FROM CORNER TO CORNER, BATT INSULATED IN CONCESSION AND STORAGE ONLY)
CEILING	CEILING	FIBER REINFORCED CONCRETE (FRC) OVER 3/4" APA RATED O.S.B. FASTENED WITH #8X2" SCREWS AT 6/6.	PAINTED	WHITE	SHERWIN WILLIAMS	F01 (CLOSED CELL FOAM, 2X BLOCKING BETWEEN RAFTERS TO BE PROVIDED FOR O.S.B. PANEL EDGES)
CEILING	CEILING	2X6 T&G SELECK DECK WITH "J" JOINTS	STAINED	CENTURY REDWOOD	SUPERDECK	N/A

February 13, 2024



Redroom
Finishes
Limited

1799 CORT CIRCLE
SUITE 100
DALLAS, TX 75244
512-222-5454

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PROJECT:
REYES MASHBURN BASEBALL
2101 CUTHBERT
MIDLAND, TX 79701

W624C2N2ST
RFL MODEL #:

DRAWN BY: C.G.
DATE: 9/26/2023

REVISION:
DATE:

REVISION:
DATE:

REVISION:
DATE:

REVISION:
DATE:

EXTERIOR & INTERIOR
FINISH SCHEDULES

SHEET DESCRIPTION:

SHEET

A7

PACKET

PLUMBING FIXTURE SHEDULE									
					FIXTURE	SERVICE ROUGH-IN			
						COLD WATER	HOT WATER	WASTE	VENT
MEN'S									
WOMEN'S									
TOILET CONCESSION									
STORAGE									
OTHER									
QUANTITY									
TOTAL									
1					WATER CLOSET	1"	N/A	4"	2"
1 1					WATER CLOSET	1"	N/A	4"	2"
1 2					WATER CLOSET	1"	N/A	4"	2"
2					URINAL	3/4"	N/A	2"	2"
2 2					LAVATORY	1/2"	N/A	2"	2"
					STAINLESS SINK	1/2"	1/2"	2"	2"
					WATER HEATER	3/4"	3/4"	N/A	N/A
					WATER HEATER	3/4"	3/4"	N/A	N/A
					MOP SINK	1/2"	1/2"	3"	3"
					HAND WASH SINK	1/2"	1/2"	2"	2"
MISCELLANEOUS - PLUMBING ACCESSORIES									
1					PRESSURE GAUGE	1/4"	N/A	N/A	N/A
1					BYPASS VALVE COMBO	1 1/2"	N/A	N/A	N/A
1 1					FLOOR DRAIN	N/A	N/A	2"	2"
1 1					TRAP PRIMER	1/2"	N/A	2"	2"
					CHRISTY BOX	N/A	N/A	N/A	N/A
					STOP VALVE	1 1/2"	N/A	N/A	N/A
					CLEANOUT	N/A	N/A	4"	N/A
* - - INSTALLED IN ALL CHASES									
DESCRIPTION: PLUMBING FIXTURE SCHEDULE									

PIPE SCHEDULE									
TYPE OF SERVICE	PIPE MATERIAL								
	WATER	ABOVE GROUND	BELOW GROUND	SANITARY	ABOVE GROUND	BELOW GROUND	SANITARY DRAINAGE	ABOVE GROUND	BELOW GROUND

RFL

Restroom Fixtures Limited

1700 CULBERTSON AVE.
SUITE 100
DALLAS, TX 75244

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W624CN2ST

PROJECT: REYES MASHBURN BASEBALL 2101 CUTHBERT MIDLAND, TX 79701

RFL MODEL #:

C.G. DATE: 9/26/2023

REVISION:

DATE:

REVISION:

DATE:

REVISION:

DATE:

REVISION:

DATE:

SHEET DESCRIPTION: PLUMBING FIXTURE SCHEDULE

SHEET P2

February 13, 2024

RFL

Restroom
Facilities
Limited

1790 CORT CIRCLE
SUITE 100
MIDLAND, TX 79701
512-222-5454

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2101 CUTHBERT
MIDLAND, TX 79701

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DATE:

REVISION:

DATE:

OWNER TO VERIFY UTILITY LOCATION

1-1/2" WATER SVC

6'-0"

WATER

CONCESSION

WOMEN'S

MEN'S

STORAGE

MIXING VALVE

WH

MIXING VALVE

24" x 24" MDP SINK

1

PLUMBING WATER PLAN

Scale: 1/4" = 1'-0"

PACKET

11.27

February 13, 2024

1700 CORT CIRCLE
DALLAS, TX 75244
512-222-5454

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PROJECT:
REYES MASHBURN BASEBALL
2101 CUTHBERT
MIDLAND, TX 79701

RFL MODEL #:
W624CN2ST

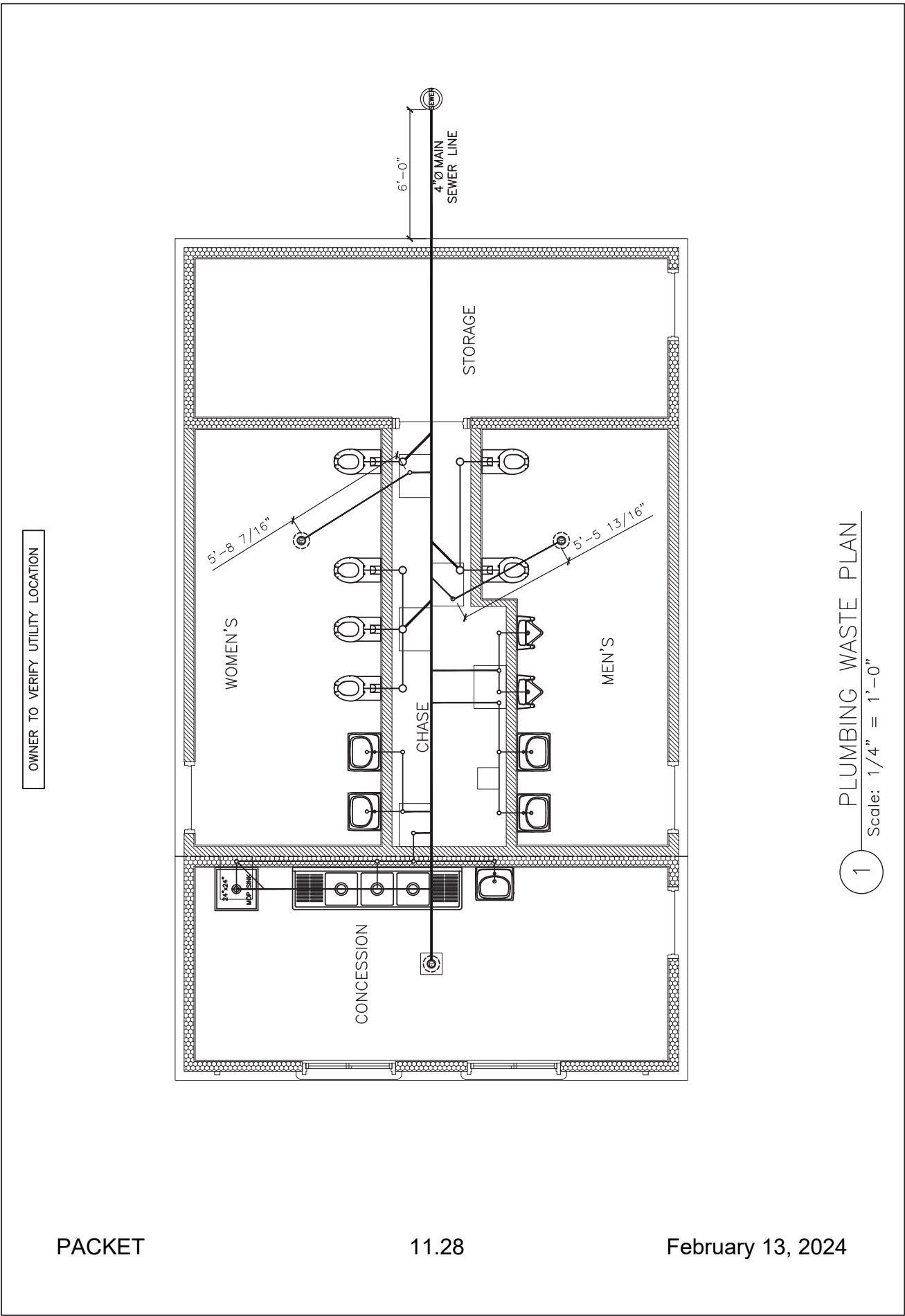
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DATE:	9/26/2023
REVISION:	
DATE:	
REVISION:	
DATE:	
REVISION:	
DATE:	
REVISION:	
DATE:	

PLUMBING WASTE PLAN

SHEET DESCRIPTION:

SHEET

P4



1790 CULBERTSON

513-222-5454

RFL

Restroom Fixtures Limited

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1790 CULBERTSON

513-222-5454

REYES MASHBURN BASEBALL

2101 CUTHBERT

MIDLAND, TX 79701

RFL MODEL #:

W624CN2ST

PROJECT:

REYES MASHBURN BASEBALL

2101 CUTHBERT

MIDLAND, TX 79701

DRAWN BY: C.G.

DATE: 9/26/2023

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DATE:

REVISION:

DATE:

SHEET DESCRIPTION:

ELECTRICAL FIXTURE SCHEDULE

SHEET

E2

OWNER TO VERIFY UTILITY VOLTAGE									
ELECTRICAL FIXTURE LEGEND/ SCHEDULE									
		LEGEND		DESCRIPTION					
		QUANTITY	OUTSIDE	STORAGE	CHASE	CONCESSION	WOMENS	MENS	
		1			1				SIEMENS PN3030B1125C, 125 AMP, 000/000V, 1-PHASE, 30-SPACE, NEMA TYPE 1, LOAD CENTER WITH SNAP IN BREAKERS, COPPER BUSS
		1							LEGRAND/PASS & SYMOUR 2097W: UPC# 785007036428, 20A SELF TEST GFCI RECEPTACLE, 125V, WHITE, MATTE
		9		3		6			LEGRAND/PASS & SYMOUR CR20W: UPC# 785007119183, 20A, 125V, WHITE, MATTE
		2		1		1			COOPER 20A, 250V, 6-20R, SINGLE RECEPTACLE, COMMERCIAL GRADE, SIDE WIRED, WHITE
1	1	1	1	1		1	1	1	SINGLE POLE SWITCH
2	2						2	2	LED LIGHT BARS: 11W (39 IN. LONG)
		7		2	2	3			METALUX: LED STRIP LIGHT, SINGLE TUBE 35W (48 IN. LONG)
		4	4						RAB BRISK: S17L-740, 14W, LED WALL PACK (BRONZE)
1	1	1		1		1	1	1	ACUITY: WW-16
		1	1						TORK: 3000 PHOTO CELL
		1			1				TIME CLOCK: INTERMATIC T101
		2			2				CHRONOMITE LABORATORIES INC: M-20L/240-MM, 000V, 4800W, 20A, INTEGRATED MIXING VALVE, FOR LAVATORIES (COMPLIES WITH ASSE 1070-2004)
		1			1				A.O. SMITH: E6-30L45DVB, 28 GAL., 4500W, 240V, MOUNTED 48" A.F.F. (SERVICES 3 COMPARTMENT SINK, MOP SINK AND HAND SINK)
		2		1	1	1			AMANA PTH123G25AXXX: 12,000 BTU, 11.0 EER, 3.2 COP 230/208V, 1090W, WITH REMOTE THERMOSTAT
1	1								WORLD DRYER: SLIMDRI L974, 980W, 120V

1 ELECTRICAL FIXTURE SCHEDULE
Scale: 1/4" = 1'-0"

EXHIBIT C

Bonding Requirements

The successful bidder shall be required to furnish a Performance & Payment Bond* for bids in excess of \$50,000.00, in an amount equal to one hundred percent (100%) of the total contract price, such bond to be executed in five (5) original counterparts by a Corporate Surety authorized to do business in the State of Texas and acceptable to the City of Midland. All bonds must be executed on forms contained in these contract documents. The form of agreement which the successful bidder, as contractor, will be required to execute is also included herewith. The form of agreement and the form of the bonds should be carefully examined by the bidder.

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

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

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT
_____ of the City of
_____ of the County of _____ and State of Texas
as Principal, and _____, as Surety, are held and
firmly bound unto the City of Midland, Texas, as Oblige, 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 Oblige, 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

"General Decision Number: TX20220261 08/05/2022

Superseded General Decision Number: TX20210261

State: Texas

Construction Type: Building

County: Midland County in Texas.

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

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 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 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number

Publication Date

0
1
PACKET01/07/2022
02/25/2022

11.37

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2

08/05/2022

BOIL0074-003 01/01/2021

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

ENGI0178-005 06/01/2020

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

* IRON0084-011 06/01/2022

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

PLUM0404-001 09/01/2020

	Rates	Fringes
PLUMBER.....	\$ 26.05	8.81

* SUTX2014-037 07/21/2014

	Rates	Fringes
BRICKLAYER.....	\$ 20.00	0.00
CARPENTER.....	\$ 13.82 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.76 **	0.00
ELECTRICIAN.....	\$ 23.18	6.31
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 19.77	7.13
IRONWORKER, REINFORCING.....	\$ 12.27 **	0.00
IRONWORKER, STRUCTURAL.....	\$ 22.16	5.26
LABORER: Common or General.....	\$ 11.80 **	0.00
LABORER: Mason Tender - Brick...	\$ 11.38 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.58 **	0.00
LABORER: Pipelayer.....	\$ 12.49 **	2.13
LABORER: Roof Tearoff.....	\$ 11.28 **	0.00
OPERATOR:		

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Backhoe/Excavator/Trackhoe.....\$ 14.25 **	0.00
OPERATOR: Bobcat/Skid	
Steer/Skid Loader.....\$ 13.93 **	0.00
OPERATOR: Bulldozer.....\$ 18.29	1.31
OPERATOR: Drill.....\$ 16.22	0.34
OPERATOR: Forklift.....\$ 14.83 **	0.00
OPERATOR: Grader/Blade.....\$ 13.37 **	0.00
OPERATOR: Loader.....\$ 13.55 **	0.94
OPERATOR: Mechanic.....\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....\$ 16.03	0.00
OPERATOR: Roller.....\$ 12.70 **	0.00
PAINTER (Brush, Roller, and Spray).....\$ 15.00	0.73
PIPEFITTER.....\$ 25.80	8.55
ROOFER.....\$ 14.75 **	0.00
SHEET METAL WORKER (HVAC Duct Installation Only).....\$ 22.73	7.52
SHEET METAL WORKER, Excludes HVAC Duct Installation.....\$ 19.50	0.00
TILE FINISHER.....\$ 11.22 **	0.00
TILE SETTER.....\$ 14.74 **	0.00
TRUCK DRIVER: Dump Truck.....\$ 12.39 **	1.18
TRUCK DRIVER: Flatbed Truck.....\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....\$ 12.50 **	0.00
TRUCK DRIVER: Water Truck.....\$ 12.00 **	4.11

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

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is **PACKET** by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours

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

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

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

Union Rate Identifiers

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

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

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

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wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

=====

END OF GENERAL DECISIO"



THE CITY OF MIDLAND

CONTRACT

24002921

THIS CONTRACT, effective the 14th day of February 2024, by and between the City of Midland, hereinafter referred to as "CITY", and Restroom Facilities, LTD., hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: \$ 573,761.00 DOLLARS
2. **Scope of Work:** COMPANY shall perform all work described for the purchase and installation of a modular restroom and concession at Reyes Mashburn Nelms Baseball Complex. Said work being more particularly described in the following documents, which are attached hereto and incorporated herein for all purposes.

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

3. **City:** The words "CITY's Representative" or "representative" shall mean Laurie Williams 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,
PACKET 11.43 February 13, 2024

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 240 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 excess cost when the delay in completion of the work is due to

- 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.
 PACKET 11.49 February 13, 2024

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 February 13, 2024

requirements of this Section shall perpetually bar COMPANY's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Contract are reasonable. The provisions and obligations of this Section shall survive the termination of this Contract.

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

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

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

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

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

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

31. **Records Retention and Production of Information.** To the extent that this Contract constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Contract as provided by the records retention requirements

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

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

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

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST

Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED ONLY AS TO FORM

John Ohnemiller, City Attorney

COMPANY:

By: _____

Name: _____

Title: _____

STATE OF _____ §

§

COUNTY OF _____ §

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

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



THE CITY OF MIDLAND

CONTRACT

24002921

THIS CONTRACT, effective the 14th day of February 2024, by and between the City of Midland, hereinafter referred to as "CITY", and Restroom Facilities, LTD, hereinafter referred to as "COMPANY", is made for the following considerations:

1. **Cost:** Total Proposal: \$ 573,761.00 DOLLARS
2. **Scope of Work:** COMPANY shall perform all work described for the purchase and installation of a modular restroom and concession at Reyes Mashburn Nelms Baseball Complex. Said work being more particularly described in the following documents, which are attached hereto and incorporated herein for all purposes.

EXHIBIT A..... Specifications, Proposal or Cost Summary

EXHIBIT B..... Intentionally Omitted

EXHIBIT C..... Bonding instructions for Public Works Contract of \$50,000 and more

EXHIBIT D..... Wage Scale

3. **City:** The words "CITY's Representative" or "representative" shall mean Laurie Williams 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,
PACKET

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 240 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 excess cost when the delay in completion of the work is due to

- 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.
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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 February 13, 2024

requirements of this Section shall perpetually bar COMPANY's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if CITY has actual or constructive notice or knowledge of said claim or alleged damages. COMPANY agrees that the requirements of this entire Contract are reasonable. The provisions and obligations of this Section shall survive the termination of this Contract.

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

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

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

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

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

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

31. **Records Retention and Production of Information.** To the extent that this Contract constitutes a contract described by Section 552.371 of the Texas Government Code, COMPANY shall: (i) preserve all contracting information related to this Contract as provided by the records retention requirements

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

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

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

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

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST

Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED ONLY AS TO FORM

John Ohnemiller, City Attorney

COMPANY:

By: _____

Name: _____

Title: _____

STATE OF _____ §

§

COUNTY OF _____ §

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

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



TURNKEY QUOTATION

PROJECT NAME: REYES MASHBURN BASEBALL FIELDS RESTROOM BUILDING
OWNER: THE CITY OF MIDLAND, TEXAS
DATE: JANUARY 19, 2024

Restroom Facilities Limited (RFL), the Nation's leading specialized restroom design/build firm since 1988, offers to furnish and install, per plans and specifications, subject to our attached Scope of Work, and the Standard Terms and Conditions of Sale, which become part of our offer to sell.

BUYBOARD CONTRACT 679-22

RFL MODEL #B624CN2ST FULL STONE EXTERIOR @		\$490,449.00
INSTALL @		<u>\$ 12,600.00</u>
TOTAL WITH BUYBOARD DISCOUNT @		\$503,049.00
FREIGHT AND CRANE @		\$ 54,000.00
PAYMENT & PERFORMANCE BONDS @		<u>\$ 16,712.00</u>
TOTAL BUYBOARD W/ FREIGHT AND CRANE @		\$573,761.00

Note: You must itemize your purchasing document as shown in this quote.

Payment terms: 50% installment with order; 45% in progress billings during construction; and balance of 5% upon completion of delivery and installation, no retention. Payment of 95% must be received by RFL prior to scheduling of delivery and installation. Thank you for considering RFL as your restroom specialist for this project.

The above building is CMU Block construction and will come with the following features:

full stone exterior (to roof - all exterior walls)
standing seam metal roof,
attached 8" thick concrete slab foundation (stained and sealed),
enclosed ceiling in concession and storage (following the pitch of the roof),
Insulated walls in concession and storage
vitreous china fixtures (toilets, lavs, urinal),
Hand dryers,
stainless steel mesh vents,
energy efficient LED lighting inside and outside,
energy efficient tankless on-demand water heaters,
All required ADA grab bars, tp holders, etc,

Initial _____ Initial _____
PACKET

Concession Side to also include:

PTAC A/C unit,

insulated walls (exterior walls and wall connecting to restroom side),

insulated ceiling,

stainless steel 3 compartment sink with washboards on either side,

energy efficient LED tube lights,

VC hand sink with poly screens on either side,

stainless steel counter behind concession windows,

concession windows,

steel door shutters over concession windows,

Storage to include:

PTAC A/C unit

All internal electrical and plumbing included throughout building.

HOW WE WORK

Once plans have been approved and engineer stamped, the manufacturing process begins. Typically, the manufacturing process begins with execution of sales order and receipt of approved submittals, color selections and progress payments. It is the responsibility of the Client to respond to color selections in 1-3 days, if this condition is not met it will delay the construction process and the Client may incur additional charges. In-plant inspection reports and certifications will be provided by an independent inspection agency.

The client must prepare the site in accordance with the "Scope of Work by Client" attached and coordinate any required on site inspections. Client is required to provide verification that the site is ready for delivery in accordance of Client's scope of work.

Exclusions:

- A. Sidewalks beyond building slab.
- B. Site issues beyond the control of RFL.
- C. Damage to existing improvements.
- D. Protection of existing utilities, landscaping, and improvements.
- E. If required per geotech report, footing, piers, and/or select fill labor and materials to be provided by others.
- F. Excavation and backfill of trenches

CLIENT'S SCOPE OF WORK
TURNKEY INSTALLATION OF RESTROOM BUILDING WITH ATTACHED SLAB

1. SURVEY STAKES:

Provide ten foot offset stakes and locate front corners of building, existing utilities, and inverts within the area of construction. Locate and mark final slab elevation.

2. SUBGRADE PAD:

Detailed instructions to prepare the building site are as follows:

- 2.1. Excavate down ten inches below the finish floor elevation (the slab is eight inches thick on top of a two inch sand bed).
- 2.2. Import six inches of $\frac{3}{4}$ - road base rock, and pour for a footing and/or piers.
- 2.3. Compact to 95%, or to local code requirement. If RFL installer questions 95% compaction Client will be required to sign off on approval of setting of the building.
- 2.4. Compact one foot over in all directions (over build).
- 2.5. Supply approximately five cubic yards of clean sand, on side of site, for fine grading.
- 2.6. Excavate and backfill trenches up to and within building pad for RFL supplied underground utility service kits.
- 2.7. Provide water and inspection for RFL supplied underground sewer kit.
- 2.8. All irrigation should be turned off prior to delivery to allow the surrounding soils to dry and bear the weight of the truck and crane. Any damage to area after verification of path in is the responsibility of the Client.
- 2.9. Check corner locations against plans for proper sizing.
- 2.10. Verify finish floor elevation for concrete slab (shipped fully attached to the building.)
- 2.11. Excavate one foot perimeter footing if required by local code to specified depth.
- 2.12. Verify that pad is level and flat and at correct elevation.

3. SITE ACCESS AND STORAGE:

Provide suitable safe clear access to allow a crane (minimum 110 tons), and the building on a semi-trailer (up to 40 tons) to reach site (14' width, 70' length, and 14' in height). If path to site is over existing utilities, sidewalks, or other damageable areas, proper marking, plating or other appropriate protection must be provided by and paid for by CLIENT. CLIENT is responsible for removing any overhead obstructions (i.e. power lines, trees). CLIENT is responsible for scheduling and paying for the de-energizing of any power lines, if powerlines are not de-energized in a timely manner any additional truck and / or crane cost will be the responsibility of the Client. CLIENT is responsible for rerouting or blocking of traffic to ensure safe and clear access, or if required by local or State jurisdiction, to delivery site and will be responsible for associated costs. Upon agreed delivery schedule client will be responsible for additional crane and trucking

charges if any delays are incurred due to weather, lack of inspections, lack of pad being prepared, or any other cause for delay.. This proposal provides for a 110 ton crane with access to within 25' of the building pad. The proposal is based on four (4) hours of crane time. If access is limited a larger crane may be required. All additional crane costs shall be borne by the CLIENT. A direct route to the project site is assumed. Should routes be altered due to road closures or restrictions, additional fees may apply.

4. UTILITIES:

Bring water, sewer, and power (if applicable) utilities into point of connection Christy boxes (supplied by RFL), within six feet of the building line at the location shown on our plan.

- 4.1. Water: RFL will furnish a water point of connection (isolation valve), from mechanical chase to a Christy box six feet from the building line. CLIENT must have a licensed plumber install and connect service to valve.
- 4.2. Sewer: RFL will furnish a sewer point of connection from mechanical chase to a Christy box six feet from the building line. CLIENT must have a licensed plumber install and connect service. Depth of sewer line (below finished floor elevation) will be approximately 30" at bottom of sewer line at a distance of 6' from building. It is the responsibility of the Client to meet up with RFL's supplied sewer line at this depth. Client will be responsible for hiring of licensed plumber to acquire appropriate plumbing permit, to install prefabricated underground plumbing kit into pre dug trench, and to make connections between underground stubups and internal building plumbing located in plumbing chase within the building. RFL installer will be on site to answer any questions or give direction as to proper installation of said plumbing kit as requested by licensed plumber or client.
- 4.3. Electrical: (when this option is chosen) RFL will furnish and install a PVC conduit and a Christy box to the point of connection six feet from the building line. CLIENT to pull the electrical service line through the conduit and connect to the main panel lugs inside the building. All electrical inside the building will be furnished and installed by RFL, except as noted above in exclusions.
- 4.4. If the utilities are not available and connected to building when we depart the site, an additional charge will be billed to the CLIENT in the amount of 1,500 per day to send an installation crew back to site to flush out plumbing lines, pressurize building plumbing, test for leaks, test all other components of the building (plumbing, sewer, electrical), and conduct a final walk through of the building.
- 4.5. A minimum 1½" line with 50 gpm at 60 psi pressure minimum is required to ensure that water closets will operate as designed. If this is not available an auxiliary holding tank may be required.

5. SPECIAL CONDITIONS AND COSTS:

If specifications and / or local ordinances by owner and / or local jurisdiction require any testing, work by licensed plumbers, work by licensed electricians, or special inspections, costs, if any, shall be borne by CLIENT.

6. PERMITS AND FEES:

All building permits and fees shall be borne by CLIENT.

7. INSPECTIONS:

We require that all inspections be scheduled with adequate notice to ensure that the underground plumbing and electrical work is approved prior to placement of building. We require that final inspection and acceptance by owner and building officials be performed immediately following RFL's completion of installation. If any conditions exist in which RFL cannot conduct a final walkthrough (no utilities / partial utilities available during install, or other circumstances beyond our control) there will be an additional charge of 1,500 per day to send an RFL install crew or crew member back out to site at a later date to complete the installation. We also require final inspection and acceptance immediately following RFL's conclusion of any correction items.

8. SITE CLEANUP AND DEBRIS REMOVAL:

CLIENT shall provide an on-site trash bin for disposal of one pick up load of debris. All excess spoils shall be the responsibility of the CLIENT. All rough and final grading shall be by CLIENT.

9. VERIFICATION OF PREPARED PAD:

Client must verify elevation, compaction of pad as well as the pad being flat and level prior to delivery of building(s).

STANDARD TERMS AND CONDITIONS OF SALE

1. LINKAGE:

These Terms and Conditions of Sale shall apply and form a part of the Company's Offer to Sell and supersede all other expressed or implied terms and be linked to our Agreement for work whether or not signed by the Purchaser.

2. ACCEPTANCE:

Unless otherwise expressly stated herein, the Company's Offer supersedes all previous quotations and expires, unless accepted by purchaser, within ten (10) days from date of Offer. None of the Terms and Conditions contained in this quotation may be added to, modified, superseded or otherwise altered except by a written instrument signed by the President of the Company. Each shipment to buyer from the Company shall be deemed to be only under these Terms and Conditions of Sale, which shall become part of our Offer to Sell, notwithstanding any Terms and Conditions that may be contained in any

purchase order or other form of the buyer, notwithstanding the shipment, acceptance of payment or similar act of the Company. All Purchase Orders when accepted by the Company at 1707 Colt Circle, Marble Falls, Texas 78654, will be in accordance with the Laws of the State of Texas. All orders are subject to review by the Company in accordance with the Company's Offer to Sell before final acceptance is authorized. All disputes shall be governed by applicable Texas Law and all claims shall be filed and litigated in Burnet County, Texas, with the prevailing party recovering attorney's fees.

3. **PRICES:**

Initial payment is due no later than 30 days from receipt of invoice. All subsequent progress payments are due no later than 30 days from receipt of invoice. If payment is not made by client in accordance with the Contract Terms, interest will be charged at the rate of 1-1/2% (one and one-half percent) per month until paid. If an order is accepted by the Company, and a delivery date is accepted by the Client, and delivery is delayed by the Client, payment of all but 5% is due upon completion at the Point of Manufacture. A 1-1/2% (one and one-half percent) per month added fee shall be due for each month the shipment is delayed. Client shall approve Phase 1 plans and have color selections chosen and back to RFL no later than 15 days of receiving Phase 1 plans for review and color selection. If Phase 1 plans are not approved and / or color selections are not submitted to RFL within 15 days Client will incur a 1.5% fee of total project amount per month commencing at the 16 day mark. Fee shall continue on a monthly basis until Phase 1 approvals and / or color selections are received by RFL. If, during the performance of this contract, the price of construction materials increases, through no fault of RFL, the price of the contracted building shall be equitably adjusted by an amount reasonably necessary to cover any such price increase. Such price increases to the client shall be documented through change orders or invoices. Where the delivery of contracted buildings is delayed, through no fault of RFL, as a result of material shortage, material unavailability, or shipping regulation changes, RFL shall not be liable for any additional costs or damages associated with such delays.

4. **TERMINATION:**

Purchaser shall be responsible for costs of work performed which will include overhead and profit.

5. **TITLE AND LIEN RIGHTS:**

All Products remain the personal property of the Company, whether or not affixed to any other real property or structure, until the total amount of the contract including any change orders has been fully paid.

6. **LACHES:**

Failure of the Company to exercise any right or remedy under this contract shall not be deemed a waiver of such right, nor shall any lien or other right of the Company be lost or impaired by laches or in any manner or by any act or failure to act.

7. **LIMITATION OF LIABILITY:**

Under no circumstances, unless stated in our Offer to Sell or bid, shall the Company have any liability, for collateral, consequential special damages, loss of profits, loss of production, delay in the progress of construction, whether resulting from delays in delivery, performance, breach of warranty, due to lack of timely performance in reviewing and approving shop drawings, completing site preparation or lack of payment in accordance with the terms set forth herein. The aggregate total liability of the Company under the contract, whether for breach of warranty or otherwise shall in no event exceed the contract price.

8. **DELIVERY:**

Except as may be otherwise specified in the attached Offer, delivery will be F.O.B. point of manufacture. Time of delivery is an estimate only. The Company shall in no event be liable for delays caused by fires, acts of God, strikes, labor difficulties, acts of Government or military, delays in transportation or procurement of materials or causes of any kind beyond the Company's immediate control. If building is ready for shipment and Customer delays said shipment, Company shall store the facility at the point of manufacturing and charge 1-1/2% (one and one-half percent) per month as a storage charge. If shipment arrives and site is not ready, Owner shall pay any off-site storage fees as applicable.

9. **WARRANTY:**

All structural elements produced by the company are warranted to the purchaser to be free from defects in material, workmanship and title. The Company will replace or repair, at its option, defects in workmanship or any part which is proven defective within five years from delivery. This warranty applies only where the Company has been notified in writing of the defect within the warranty period and where any equipment has been properly operated and maintained in accordance with the Company's instructions: the Company having no responsibility for abuse, neglect, minor leaks in plumbing, or improper storage. Company shall have no responsibility for improper grading of concrete or soil around the building that does not allow for proper drainage of water away from the building. Example: improper drainage of water could cause cracking of brick, cultured stone, natural stone, cmu, hardie materials, or other types of exterior finishes, as well as swelling, rot, mold, or mildew of any type of lumber that has prolonged exposure to water. Typically the final grade must be sloped away from the foundation by 1/2 inch per foot over a minimum distance of 10 feet (site plans, civil engineer, or others can and may override the above recommendation, as it is a typical recommendation and site conditions vary). Keeping the proper slope allows water to drain away from the foundation. Should any issues arise where additional work must be performed RFL retains the right to perform this work at the earliest opportunity. Should it be necessary to have this work performed by others due to the nature of the work or a conflict in scheduling, RFL must be notified 48 hours in advance in writing and given the

opportunity to perform said work. Should it be necessary to have this work performed by others a written estimate must be approved by RFL in advance of any work being undertaken. The Company assigns any and all warranties for fixtures, appliances, and other equipment manufactured by others to said other manufacturer. Due to its nature, concrete is prone to settling and cracking. Minor cracking in the concrete is normal and is not the responsibility of RFL. Checking, warping, twisting, or splits in timbers are natural occurrences and are not the responsibility of RFL. We use high quality 304 stainless steel in our products and under certain conditions and/or improper maintenance stainless steel may rust. Minor rust spots or discoloration are not the responsibility of RFL. The foregoing shall constitute the said liability of the Company and the sole remedy to the purchaser. Company's warranties as set forth in this paragraph are exclusive and are in lieu of, and purchaser hereby waives all other warranties, expressed or implied, including without limitation, any implied warranties or merchantability and fitness. This warranty shall be void if payment in full for the project is not received by the Company in accordance with these Terms and Conditions of Sale.

10. **CREDIT:**

(Deposit and Progress Payments)

11. **MUNICIPAL AND FEDERAL GOVERNMENT AGENCIES:**

Orders may require deposits or progress payments. If buyer's financial situation justifies such action, the Company may at its election require payment in advance or cancel the order as to any unshipped item and require payment of its reasonable cancellation charges. If the buyer delays completion of manufacture or a delay in shipment, the Company shall require payment according to the percentage of completion. In the event of the default of the buyer, the Company is entitled to the full amount due including reasonable attorneys fees, costs, storage, expenses of physical recovery, and interest at 1-1/2% (one and one-half percent) per month.

12. **CLIENTS AND NON-GOVERNMENT AGENCIES:**

Orders may require deposits or advance payment as well as progress payments subject to the buyer's creditworthiness in accordance with the Company's applicable credit policies. Breach of any payment terms shall accelerate full payment which shall be due the balance of the contract amount including change orders.

Restroom Facilities Limited

John Putman, President

Date

Client Name

Name and Title

Date

RFL

Restroom Facilities Limited

170 CULBERT CIRCLE
DALLAS, TX 75064
512-222-5454

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COMPANY: RFL
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PROJECT:
REYES MASHBURN BASEBALL
2101 CUTHBERT
MIDLAND, TX 79701

RFL MODEL #:
W624CN2ST

DRAWN BY: C.G.
DATE: 9/26/2023

REVISION:
DATE:

REVISION:
DATE:

REVISION:
DATE:

REVISION:
DATE:

COVER SHEET

SHEET DESCRIPTION:

SHEET

CS

LIST OF ABBREVIATIONS

F.F.F. ABOVE FINISH FLOOR

B.W. BOTH WAY

C.L. CENTER LINE

E.O.S. EDGE OF SLAB

F.O.S. FACE OF STUD

F.R.C. FIBER REINFORCED CONCRETE

F.R.P. FIBER REINFORCED PLASTIC

F.W. FIELD WORK

H.S.S. HOLLOW STRUCTURAL SECTION

I.D. INSIDE DIAMETER

K.D. KILN DRIED

M.S. MAXIMUM

MIN. MINIMUM

NOM. NOMINAL

O.C. ON CENTER

O.D. OUTSIDE DIAMETER

O.S.B. ORIENTED STANDARD BOARD

R.S. ROUGH SAWN

S.S. STAINLESS STEEL

U.N.O. UNLESS NOTED OTHERWISE

W.W.F. WELDED WIRE FABRIC

MISCELLANEOUS NOTES

IN THE EVENT OF UNFORESEEN CIRCUMSTANCES THAT CAUSE MATERIALS TO BECOME UNAVAILABLE, RESTROOM FACILITIES LTD. RESERVES THE RIGHT TO SUBSTITUTE REASONABLE SIMILAR OR EQUAL TO ITEMS TO ORIGINAL SPECIFICATIONS. ANY ITEM SUBSTITUTED WILL MEET APPLICABLE CODE REQUIREMENTS.

February 2023

DISCLOSURE

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STATE STAMP

ENGINEER STAMP

REYES MASHBURN BASEBALL
2101 CUTHBERT
MIDLAND, TX 79701
JOB NUMBER:-----
MODEL NUMBER:W624CN2ST

DESIGN CRITERIA

SHEET INDEX

C.S. COVER SHEET

A1 FLOOR PLAN

A2 ELEVATIONS

A3 ELEVATIONS

A4 DOOR, WINDOW, VENT AND ACCESSORY PLAN

A5 DOOR, WINDOW AND VENT SCHEDULES

A6 ACCESSORY SCHEDULE

A7 EXTERIOR & INTERIOR FINISH SCHEDULES

A8 ADA/TAS REQUIREMENTS

P1 PLUMBING PLAN

P2 PLUMBING FIXTURE SCHEDULE

P3 PLUMBING WATER PLAN

P4 PLUMBING WASTE PLAN

E1 ELECTRICAL PLAN

E2 ELECTRICAL FIXTURE SCHEDULE

E3 ELECTRICAL PANEL SCHEDULES

THIS IS A PHASE 1 SET FOR COLOR SELECTIONS AND VERIFICATION OF SCHEDULES

SPECIAL CONDITIONS/ LIMITATIONS

- BUILDING NOT TO BE INSTALLED NEXT TO AN EXISTING BUILDING CLOSER THAT 10'.

- BUILDING CONFIGURATION SHOWN IS CONSTRUCTED IN FACTORY THE UNDERGROUND PLUMBING PIPING IS PARTIALLY CONSTRUCTED AND SHIPPED TO THE SITE WITH THE BUILDING FOR INSTALLATION UNDERGROUND PRIOR TO THE BUILDING BEING SET.

RFL RESERVES THE RIGHT TO SUBSTITUTE REASONABLY EQUAL OR BETTER EQUIPMENT, MATERIALS, FINISHED, AND ACCESSORIES AS SPECIFIED.

PROJECT REVISION

REVISED BY:

DATE

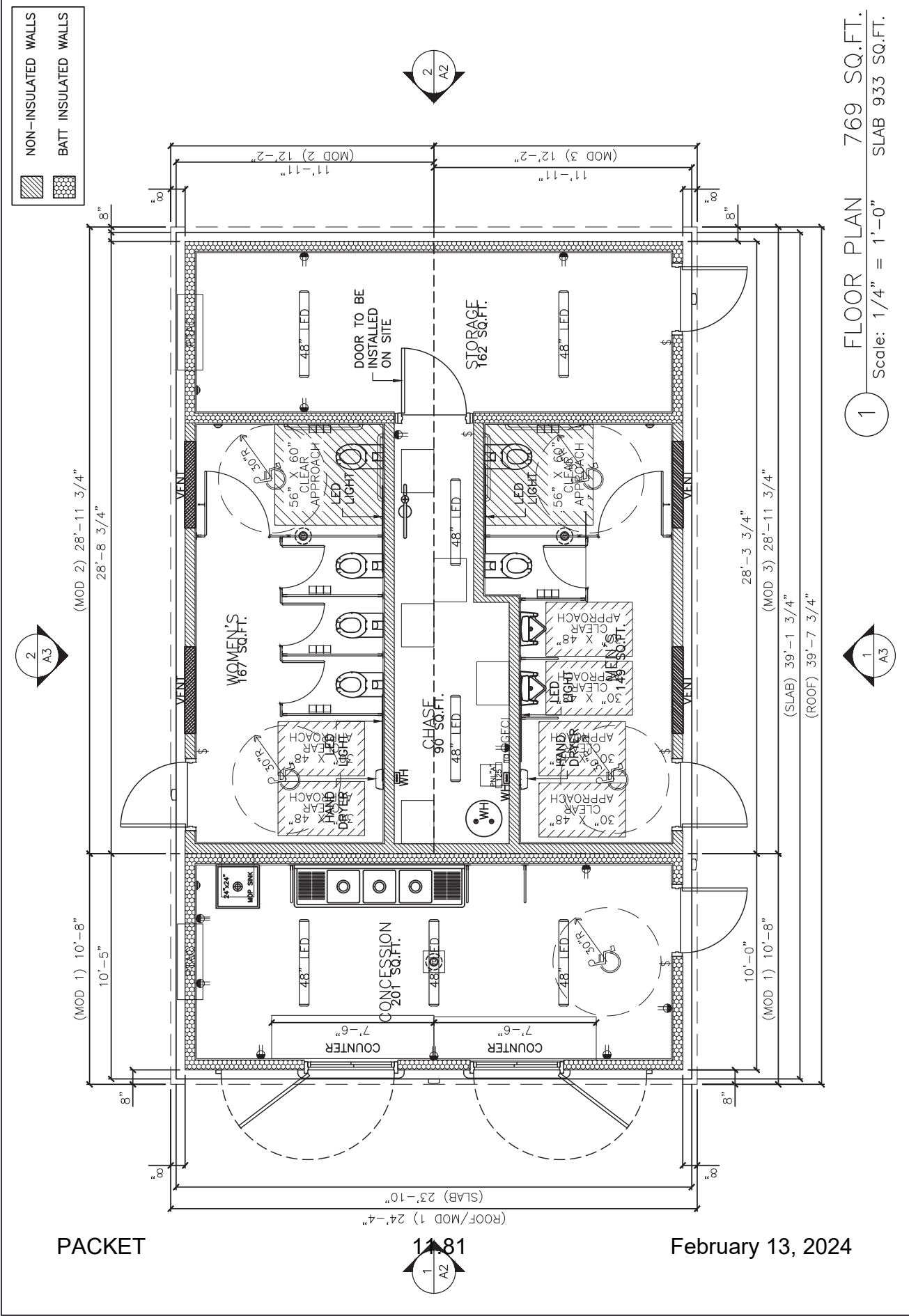
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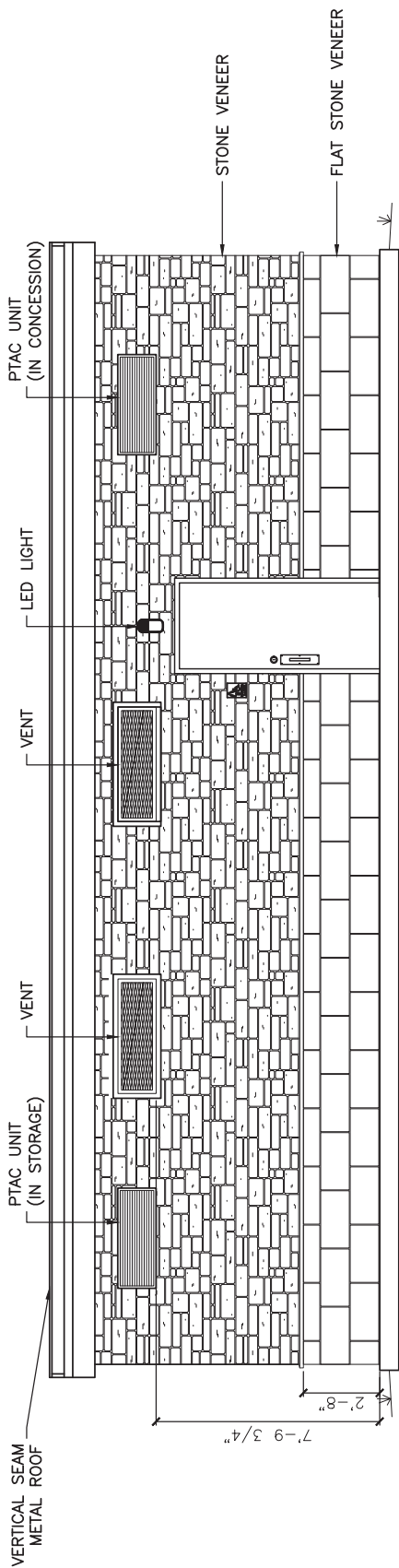
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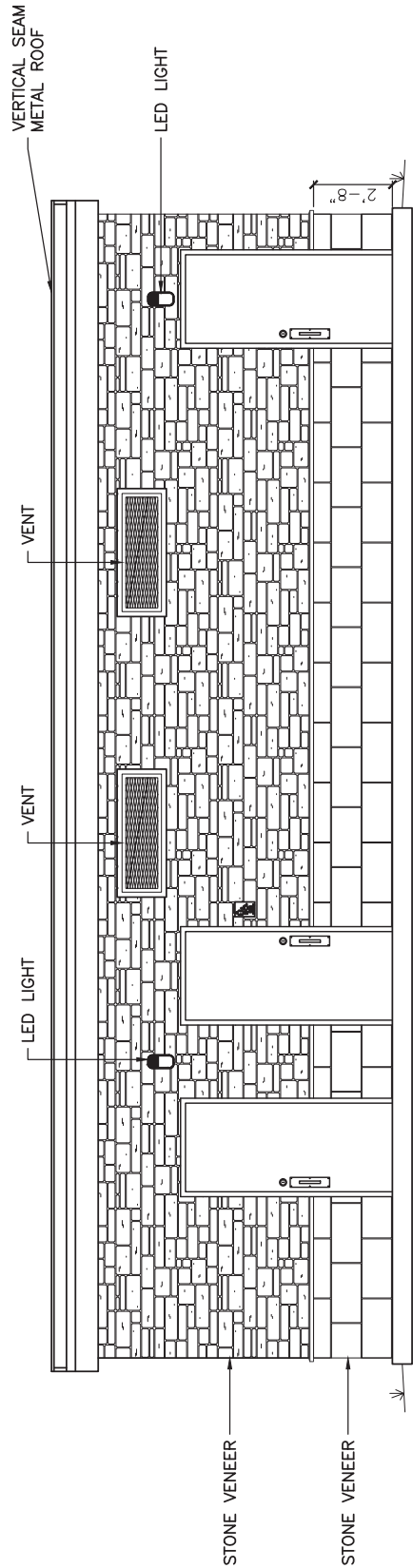
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2 LEFT SIDE ELEVATION
Scale: 1/4" = 1'-0"



1 RIGHT SIDE ELEVATION
Scale: 1/4" = 1'-0"

Restroom
Fittings
Limited

1700 CORT CIRCLE
HOUSTON, TEXAS 77054
512-222-5454

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RFL MODEL #:
W624CN2ST

PROJECT:
REYES MASHBURN BASEBALL
2101 CUTHBERT
MIDLAND, TX 79701

DRAWN BY: C.G.
DATE: 9/26/2023

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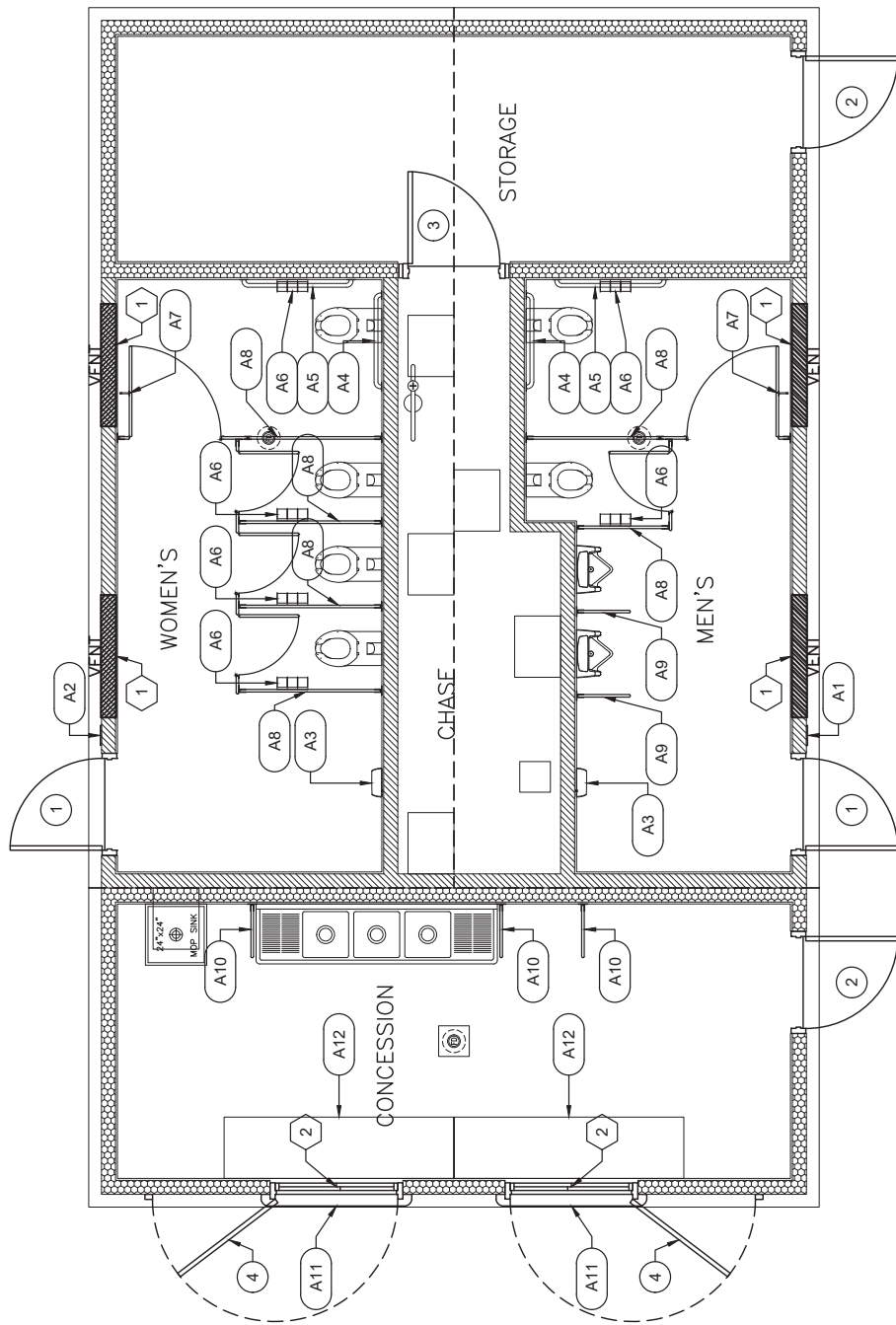
REVISION:
DATE:

REVISION:
DATE:

DOOR, WINDOW, VENT
AND /PACCESSORY PLAN

SHEET DESCRIPTION:

SHEET
A4



1

DOOR, WINDOW, VENT AND \PACCESSORY PLAN

Scale: 1/4" = 1'-0"

Restroom Products Limited

RFL

1790 CORT CIRCLE
FARMERSVILLE, TEXAS 76644
512.222.5454

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PROJECT:
REYES MASHBURN BASEBALL
2101 CUTHBERT
MIDLAND, TX 79701

RFL MODEL #:
W624CN2ST

DRAWN BY: C.G.

DATE: 9/26/2023

REVISION:

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DATE:

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DATE:

REVISION:

DATE:

SHEET DESCRIPTION:
DOOR, WINDOW AND VENT
SCHEDULES

SHEET
A5

TYPE "A"

TYPE "B"

TYPE "C"

TYPE "D"

PACKET

DOOR SCHEDULE

NO.	DOOR SIZE	R.O. SIZE	THICKNESS	QTY.	TYPE	DOOR MATERIAL	FRAME MATERIAL	LOCK	LOCK FINISH	PULL/PUSH PLATE & HANDLES	HINGE	CLOSER	KICK PLATE	THRESHOLD	DOOR SHOE	WEATHER STRIP
①	3'-0"x7'-0"	3'-2 1/4" X 7'-2"	0'-1 3/4"	2	A	HOLLOW METAL PANEL	HOLLOW METAL 16 GA.	SCHLAGE B663 CLASSROOM DEADBOLT KEY/THUMBTURN	630	IVES 8111-5 PULL HANDLE	SELECT PRODUCTS LIMITED SL2483CLH	DORMA 8616 DST	IVES 8400 10X32 US32D (INSIDE ONLY)	N/A	N/A	N/A
②	3'-0"x7'-0"	3'-2 1/4" X 7'-2"	0'-1 3/4"	2	A	HOLLOW METAL PANEL	HOLLOW METAL 16 GA.	SCHLAGE B660P DEADBOLT KEY/THUMBTURN	630	IVES 8111-5 PULL HANDLE	SELECT PRODUCTS LIMITED SL2483CLH	DORMA 8616 DST	IVES 8400 10X32 US32D (INSIDE ONLY)	NGP 424E 36"	PEMKO 217AV 36"	ZERO #3216S
③	3'-0"x7'-0"	3'-2 1/4" X 7'-2"	0'-1 3/4"	1	A	HOLLOW METAL PANEL	HOLLOW METAL 16 GA.	SCHLAGE B660P DEADBOLT KEY/THUMBTURN	630	IVES 8111-5 PULL HANDLE	SELECT PRODUCTS LIMITED SL2483CLH	WRIGHT DOOR RETAINER CHAIN STOP	N/A	NGP 424E 36"	PEMKO 217AV 36"	ZERO #3216S
④	4'-0" X 2'-11 1/2"	4'-2 1/4" X 3'-2 1/4"	0'-1 3/4"	2	B	HOLLOW METAL PANEL	HOLLOW METAL 16 GA.	SCHLAGE L9462 F16 DOUBLE CYLINDER LOCK KEY/KEY	630	N/A	SELECT PRODUCTS LIMITED SL2483CLH	N/A	N/A	N/A	N/A	N/A

VENT / WINDOW SCHEDULE

NO.	WINDOW SIZE	R.O. SIZE	THICKNESS	TYPE	WINDOW MATERIAL	FRAME MATERIAL	MOUNTING HEIGHT	MANUFACTURER MODEL #
①	4' LENGTH	4'-0 1/4"	0'-0 1/8"	C	304 STAINLESS STEEL EXPANDED METAL MESH	CORWORTH TREATED LUMBER	ON WALL (SEE ELEVATIONS)	CUSTOM (IN A FLATTENED DEBURRED PATTERN)
②	3'-11 1/2" X 2'-11 3/4"	4'-0" X 3'-0"	0'-5 1/4"	D	3/4" SOLARBAN 70XL LOW-E GLASS	ANODIZED ALUMINUM	MOUNTED IN 4' DOOR FRAMES (SEE ELEVATIONS)	READY ACCESS 600 SERIES ENERGY SAVER WITH 3/4" SOLARBAN 70XL LOW-E GLASS

February 13, 2024

ACCESSORY SCHEDULE

PACKET		MENS	WOMENS	CONCESSION	STORAGE	CHASE	EXTERIOR	TOTAL	ACCESSORY NAME	ACCESSORY DESCRIPTION	MOUNTING HEIGHT	MANUFACTURER	COLOR	MODEL#/NOTES
A1	1	1						1	ADAAG PICTOGRAM RESTROOM SIGN (MENS)	MENS WHEELCHAIR ACCESSIBLE BATHROOM BRAILLE ADA SIGN IN BRUSHED ALUMINUM	60" A.F.F. TO C.L.	ADA SIGN DEPOT	6"x8" BRUSHED ALUMINUM W/ BLACK CHARACTERS	IN STYLE OF BAL-1012
A2		1						1	ADAAG PICTOGRAM RESTROOM SIGN (WOMENS)	WOMENS WHEELCHAIR ACCESSIBLE BATHROOM BRAILLE ADA SIGN IN BRUSHED ALUMINUM	60" A.F.F. TO C.L.	ADA SIGN DEPOT	6"x8" BRUSHED ALUMINUM W/ BLACK CHARACTERS	IN STYLE OF BAL-1013
A3	1	1						2	HAND DRYER	SURFACE MOUNTED HAND DRYER	40" A.F.F. TO OPERABLE PARTS	WORLD DRYER	WHITE ON ALUMINUM	L-974
A4	1	1						2	HANDICAP GRAB BARS	36" LONG X 1-1/2" DIAMETER HORIZONTAL OR VERTICAL/ STAINLESS STEEL GRAB BARS WITH CONCEALED FLANGES	33" A.F.F. TO TOP OF GRIPPING SURFACE	BOBRICK	STAINLESS STEEL	B-6806 X 36
A5	1	1						2	HANDICAP GRAB BARS	42" LONG X 1-1/2" DIAMETER HORIZONTAL OR VERTICAL STAINLESS STEEL GRAB BARS WITH CONCEALED FLANGES	33" A.F.F. TO TOP OF GRIPPING SURFACE	BOBRICK	STAINLESS STEEL	B-6806 X 42
A6	2	4						6	TOILET PAPER RECEPTACLE	18-20 GA. TYPE 304 STAINLESS STEEL FRAME, 1-1/8" DIAMETER TUBE	15" A.F.F. TO C.L.	ROYCE ROLLS	STAINLESS STEEL	TP-3
A7	1	1						2	COAT HOOKS	COAT HOOK WITH HOOK AND BUMPER	48" MAX A.F.F. TO C.L.	BOBRICK	ALUMINUM CAST	B-212
A8	2	4						6	TOILET PARTITIONS	1" HIGH-DENSITY POLYETHYLENE PLASTIC (HDPE) STAINLESS VANDAL RESISTANT HARDWARE	9" A.F.F. MINIMUM	GEM	T.B.D	PEBBLE FINISH
A9	2							2	URINAL SCREENS	1" HIGH-DENSITY POLYETHYLENE PLASTIC (HDPE) STAINLESS VANDAL RESISTANT HARDWARE	12" A.F.F. MIN. 60" MIN. TO TOP, 18" MIN. FROM WALL TO EDGE	GEM	T.B.D	PEBBLE FINISH
A10			3					3	SPLASH SCREENS	1" HIGH-DENSITY POLYETHYLENE PLASTIC (HDPE) STAINLESS VANDAL RESISTANT HARDWARE	12" A.F.F. MIN.	GEM	T.B.D	PEBBLE FINISH
A11			2					2	OUTSIDE CONCESSION COUNTER	18 GA. TYPE 304 STAINLESS STEEL (EXTERIOR)	34" A.F.F. TO COUNTER TOP, 4" MAX DEPTH FROM OUTSIDE OF BLOCK	RFL	STAINLESS STEEL	CUSTOM FABRICATED
A12			2					2	INSIDE CONCESSION COUNTER	18 GA. TYPE 304 STAINLESS STEEL (INTERIOR)	TOP OF SHELF AT STILL HEIGHT (SEE FLOOR PLAN FOR LENGTHS)	RFL	STAINLESS STEEL	CUSTOM FABRICATED

February 13, 2024

RFL

Restroom Facilities Limited

1700 CORT CIRCLE
SUITE 100
DALLAS, TX 75244

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COMPANY

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PROJECT:
REYES MASHBURN BASEBALL
2101 CUTHBERT
MIDLAND, TX 79701

W624CN2ST
RFL MODEL #:

DRAWN BY: C.G.

DATE: 9/26/2023

REVISION: DATE:

REVISION: DATE:

REVISION: DATE:

REVISION: DATE:

ACCESSORY SCHEDULE

SHEET DESCRIPTION:

SHEET

A6

EXTERIOR FINISH SCHEDULE

DESCRIPTION	MATERIAL	FINISH	COLOR	BRAND	REMARKS
WINDSCOT WALL TO 8'-0" A.F.F.	FLAT STONE VENEER OVER FRAMED WALLS	NATURAL	T.B.D.	T.B.D.	N/A
WALL 2'-8" A.F.F. TO 10'-0"	STONE VENEER OVER FRAMED WALLS	NATURAL	T.B.D.	T.B.D.	N/A
EXTERIOR SOFFITS	2X6 T&G DECKING	STAINED	CENTURY REDWOOD	SUPERDECK	N/A
FASCIA/ RAKE	2X8 WINDSOR ONE PROTECTED	PAINTED	T.B.D.	SHERWIN WILLIAMS	F01 (WITHOUT PRIME COAT)
ROOFING	LIBERTY SBS SELF-ADHERING ROOFING SYSTEM	MANUFACTURER	WHITE	GAF	PER MANUFACTURER INSTRUCTIONS (TDI RC-121)
VENTS	STAINLESS STEEL WITH TREATED LUMBER FRAMES	PAINTED	T.B.D.	SHERWIN WILLIAMS	F01 (RFL TREATED LUMBER, PAINT FRAMES ONLY)
DOORS/ JAMBS	1-3/4" THICK FULL-FLUSH, 16 GAUGE STEEL	PAINTED	T.B.D.	SHERWIN WILLIAMS	F03

F01 EXPOSED WOOD, TRIM, BEAMS RAFTERS, FRC

- (1) PRIMER COAT

2521 ACRY. SHIELD (100% ACRYLIC PRIMER)
- (2) FINISH COAT

1685 DURA-POXY+ (100% ACRYLIC SEMI-GLOSS ENAMEL)

F04 BLOCK AND OSB IN CHASE AND STORAGE

- (1) PRIMER COAT

255 ACRYLIC-SHIELD (100% ACRYLIC PRIMER) GREY
- F05 STUCCO

(1) PRIMER COAT 98 STUCCO SEAL (ACRYLIC STUCCO & MASONRY SEALER)

(2) FINISH COATS 1685 DURA-POXY+ (100% ACRYLIC SEMI-GLOSS ENAMEL)

F02 BLOCK (PUBLIC USE AREAS)

- (1) COAT BLOCK FILL 521 COLOR SHIELD (PRIME & FILL ACRYLIC BLOCK FILLER)

(1) COAT PRIMER 255 ACRYLIC-SHIELD (100% ACRYLIC PRIMER)

(2) COATS FINISH 1685 DURA-POXY+ (100% ACRYLIC SEMI-GLOSS ENAMEL)

F03 STEEL METAL DOORS AND FRAMES

- (1) COAT PRIMER

METALMAX DTM ACRYLIC URETHANE GREY PRIMER
- (2) COATS FINISH

METALMAX URETHANE TINT BASE

F06 ANTI-GRAFFITI COATING

- (2) PRIMER COAT

VANDLGUARD TEN NON-SACRIFICIAL GRAFFITI COATING
- (1) FINISH COATS

VANDLGUARD FINISH COAT

INTERIOR FINISH SCHEDULE

MENS	WOMENS	CONCESS.	STORAGE	CHASE	DESCRIPTION	MATERIAL	FINISH	COLOR	BRAND	REMARKS
●	●	●			CONCRETE FLOOR	H&C COLORTOP SOLVENT BASE STAIN H&C COLORTOP CLARI-SHIELD SEALER	LIGHT BROOM	GRAY	SHERWIN WILLIAMS	RFL
		●	●	●	CONCRETE FLOOR	INSUL-X SURE STEP ANTI-SLIP LATEX COATING	LIGHT BROOM	GRAY	SHERWIN WILLIAMS	RFL
				●	WALL FLOOR TO 10'-0"	OPEN FRAME	PAINTED	GRAY	SHERWIN WILLIAMS	F04
	●	●			WALL FLOOR TO 10'-0"	3/32" CLASS 'C' FIBER REINFORCED PLASTIC (FRP) OVER 5/8" O.S.B. FASTENED W/8D NAILS @ 6/12.	STANDARD	WHITE	SHERWIN WILLIAMS	N/A (SEAMLESS FROM CORNER TO CORNER, BATT INSULATED IN CONCESSION AND STORAGE ONLY)
	●	●			CEILING	FIBER REINFORCED CONCRETE (FRC) OVER 3/4" APA RATED O.S.B. FASTENED WITH #8X2" SCREWS AT 6/6.	PAINTED	WHITE	SHERWIN WILLIAMS	F01 (CLOSED CELL FOAM, 2X BLOCKING BETWEEN RAFTERS TO BE PROVIDED FOR O.S.B. PANEL EDGES)
●				●	CEILING	2X6 T&G SELECK DECK WITH "J" JOINTS	STAINED	CENTURY REDWOOD	SUPERDECK	N/A

February 13, 2024

RFL

Redroom
Finishes
Limited

1700 CORT CIRCLE
SUITE 100
DALLAS, TX 75244
512.222.5454

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W624C2N2ST

PROJECT:
REYES MASHBURN BASEBALL
2101 CUTHBERT
MIDLAND, TX 79701

RFL MODEL #:

DRAWN BY: C.G.

DATE: 9/26/2023

REVISION:

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SHEET DESCRIPTION:

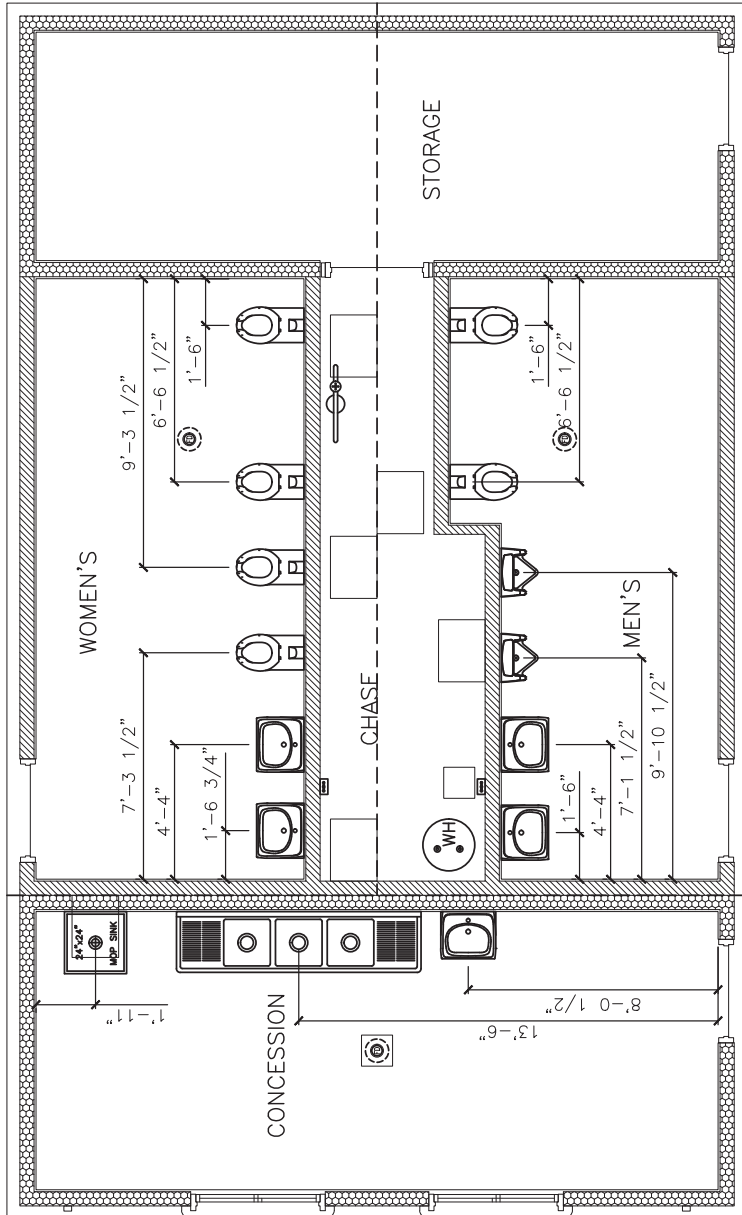
EXTERIOR & INTERIOR
FINISH SCHEDULES

SHEET

A7

GENERAL PLUMBING NOTES

1. ALL FIELD INSTALLED PLUMBING SHALL BE SUBJECT TO LOCAL JURISDICTION APPROVAL.
2. WATER PRESSURE IS 60 LBS. SET FROM PRESSURE REDUCING VALVE AND MAX. DEVELOPED LENGTH IS 20 FEET.
3. ALL WATER PIPE DRAINS TO BE AT THE LOWEST POINT AND FITTED WITH A HIGH POINT PET COCK FOR SYSTEM DRAINAGE.
4. INSTALL PROTECTIVE SHEATHING OR WRAPPING OVER ALL PIPES, FLOOR DRAINS, ETC. TO PROTECT FROM COMING IN CONTACT WITH BLOCK GROUT OR CONCRETE.
5. ONLY TEMPERED WATER IS TO BE SUPPLIED TO LAVATORIES (NO HOT AND COLD).
6. SUPPLY SHUT OFF VALVES TO ALL PLUMBING FIXTURES.
7. INCLUDE T/P VALVE WITH WATER DRAIN TO OPENINGS IN FLOOR IN CHASE.
8. INSULATE ALL WATER PIPES.



1 PLUMBING PLAN
Scale: 1/4" = 1'-0"

RFL

Restroom Facilities Limited

1799 CORT CIRCLE
MIDLAND, TX 79701
512-222-5454

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MIDLAND, TX 79701

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REVISION:	
DATE:	

PLUMBING WATER PLAN

SHEET DESCRIPTION:

SHEET

P3

OWNER TO VERIFY UTILITY LOCATION

1-1/2" WATER SVC

6'-0"

WATER

1

PLUMBING WATER PLAN

Scale: 1/4" = 1'-0"

RFL

Restroom Facilities Limited

1700 CORT CIRCLE
SUITE 100
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512.222.5454

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DATE:	
REVISION:	
DATE:	

ELECTRICAL PLAN

SHEET DESCRIPTION:

SHEET

E1

GENERAL ELECTRICAL NOTES

1. COMMERCIAL GRADE BREAKERS ARE USED IN THE RESTROOMS. AIC: MAIN BREAKER : 22,000 AMPS. : AIR BRANCH CIRCUIT BREAKERS : 10,000 AMPS.

2. ALL WIRING SHALL BE STRANDED COPPER IN EMT OR METAL CLAD CABLE INCLUDING TYPE THHN/THWN/MTW.

3. ALL ELECTRICAL MATERIALS AND EQUIPMENT SHALL MEET REQUIREMENTS OF U.L. IF APPLICABLE.

4. ALL BOXES, SWITCHES AND PLATES SHALL BE COMMERCIAL GRADE.

5. PANEL SHALL BE LABELED TO "PANEL DIAGRAM".

6. GENERAL CONTRACTOR TO VERIFY DIRECTION OF UTILITIES.

7. DRAWING IS SCHEMATIC ONLY AND DOES NOT NECESSARILY SHOW FINAL PHYSICAL LOCATION OF EQUIPMENT.

GROUNDING NOTES

1. PANEL TO INCLUDE UFER GROUND (20' OF #4 BARE COPPER WIRE EMBEDDED IN CONCRETE SLAB) IN PLANT.

2. BOND #6 GROUND WIRE TO WATER PIPE WITH APPROVED CLAMP. GROUND WIRE TO BE CLAMPED AT THE LOWEST POINT OF PIPE PROTRUDING FROM THE SURFACE (SAND/DIRT).

3. ELECTRICAL GROUND ON WATER PIPING OVER PLASTIC IN-LINE FILTER IS ACHIEVED WITH TWO GROUND CLAMPS AND A #6 COPPER GROUND WIRE.

EXTERIOR LIGHTING NOTE:

1. PHOTOCELL TURNS ALL EXTERIOR LIGHTS ON & OFF. TIME CLOCK TURNS OFF EXTERIOR LIGHTS AT 12: A.M., ON AT 6:00 A.M.

OWNER TO VERIFY UTILITY LOCATION

1 ELECTRICAL PLAN
Scale: 1/4" = 1'-0"

PACKET

11.93

February 13, 2024

1790 CULBERTSON

512.222.5454

RFL

Restroom Fixtures Limited

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COMPANY

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PROJECT:

REYES MASHBURN BASEBALL

2101 CUTHBERT

MIDLAND, TX 79701

RFL MODEL #:

W624CN2ST

DRAWN BY:

C.G.

DATE:

9/26/2023

REVISION:

DATE:

REVISION:

DATE:

REVISION:

DATE:

REVISION:

DATE:

SHEET DESCRIPTION:

ELECTRICAL FIXTURE SCHEDULE

SHEET

E2

OWNER TO VERIFY UTILITY VOLTAGE

ELECTRICAL FIXTURE LEGEND/ SCHEDULE									
MENS	WOMENS	CONCESSION	CHASE	STORAGE	OUTSIDE	QUANTITY TOTAL	LEGEND	DESCRIPTION	
			1			1		SIEMENS PN3030B1125C, 125 AMP, 000/000V, 1-PHASE, 30-SPACE, NEMA TYPE 1, LOAD CENTER WITH SNAP IN BREAKERS, COPPER BUSS	
			1			1		LEGRAND/PASS & SYMOUR 2097W: UPC# 785007036428, 20A SELF TEST GFCI RECEPTACLE, 125V, WHITE, MATTE	
		6	3			9		LEGRAND/PASS & SYMOUR CR20W: UPC# 785007119183, 20A, 125V, WHITE, MATTE	
		1	1			2		COOPER 20A, 250V, 6-20R, SINGLE RECEPTACLE, COMMERCIAL GRADE, SIDE WIRED, WHITE	
1	1	1	1	1		5	\$	SINGLE POLE SWITCH	
2	2					4		LED LIGHT BARS: 11W (39 IN. LONG)	
		3	2	2		7		METALUX: LED STRIP LIGHT, SINGLE TUBE 35W (48 IN. LONG)	
					4	4		RAB BRISK: S17L-740, 14W, LED WALL PACK (BRONZE)	
1	1	1		1		4		ACUITY: WW-16	
					1	1		TORK: 3000 PHOTO CELL	
			1			1		TIME CLOCK: INTERMATIC T101	
			2			2		CHROMOMITE LABORATORIES INC: M-20L/240-MM, 000V, 4800W, 20A, INTEGRATED MIXING VALVE, FOR LAVATORIES (COMPLIES WITH ASSE 1070-2004)	
			1			1		A.O. SMITH: E6-30L45DVB, 28 GAL., 4500W, 240V, MOUNTED 48" A.F.F. (SERVICES 3 COMPARTMENT SINK, MOP SINK AND HAND SINK)	
		1	1			2		AMANA PTH123G25AXXX: 12,000 BTU, 11.0 EER, 3.2 COP 230/208V, 1090W, WITH REMOTE THERMOSTAT	
1	1					2		WORLD DRYER: SLIMDRI L974, 980W, 120V	

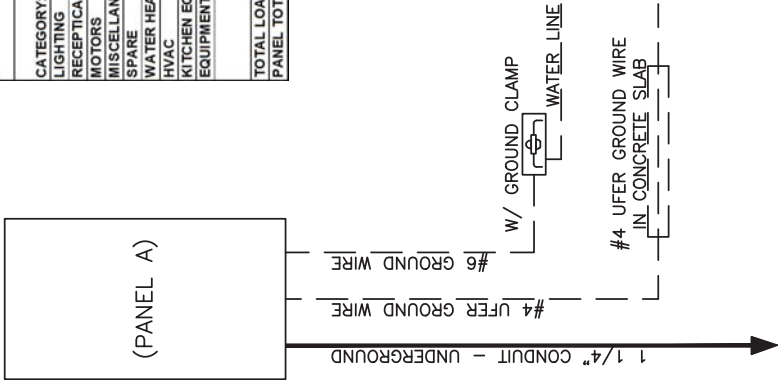
1 ELECTRICAL FIXTURE SCHEDULE
Scale: 1/4" = 1'-0"

PACKET

11.95

February 13, 2024

OWNER TO VERIFY UTILITY VOLTAGE



PANEL: 'A'

SERVES		LOAD, VA		AMPS / POLE		LOAD, VA		AMPS / POLE		LOAD, VA		AMPS / POLE		SERVES	
WH	#10-2 w/#10G	LTG	RECEPT.	OTHER	4800	1	A	2	44	15/1	#12-2 w/#12G	15/1	#12-2 w/#12G	L	RESTROOM LIGHTS
MENS WATER HEATER	"	"	"	"	"	3	B	4	70	"	"	"	"	L	CHASE LIGHTS
WOMENS WATER HEATER	"	"	"	"	"	5	A	6	70	"	"	"	"	L	STORAGE LIGHTS
CONCESSION WATER HEATER	"	"	"	"	"	7	B	8	95	"	"	"	"	L	CONCESSION LIGHTS
"	"	"	"	"	"	9	A	10	90	"	"	"	"	L	EXTERIOR LIGHTS
PTAC	"	"	"	"	"	11	B	12	"	"	"	"	"	R	CONCESSION RECEPT. 1
"	"	"	"	"	"	13	A	14	"	"	"	"	"	R	CONCESSION RECEPT. 2
PTAC	"	"	"	"	"	15	B	16	"	"	"	"	"	R	CHASE RECEPTACLE
"	"	"	"	"	"	17	A	18	"	"	"	"	"	R	STORAGE RECEPTACLE
MENS HAND DRYER	"	"	"	"	"	19	B	20	"	"	"	"	"	HT	SPARE
WOMENS HAND DRYER	"	"	"	"	"	21	A	22	"	"	"	"	"	HT	SPARE
SPACE	"	"	"	"	"	23	B	24	"	"	"	"	"	"	SPACE
SPACE	"	"	"	"	"	25	A	26	"	"	"	"	"	"	SPACE
SPACE	"	"	"	"	"	27	B	28	"	"	"	"	"	"	SPACE
SPACE	"	"	"	"	"	29	A	30	"	"	"	"	"	"	SPACE

CATEGORY:		CONN. LOAD		DESIGN LOAD	
LIGHTING	L	VA	FACTOR	VA	
RECEPTABLES	R	369	1.25	461	
MOTORS	MO	1800	1	1800	
MISCELLANEOUS	M	0	1	0	
SPARE	HT	0	0.5	0	
WATER HEATERS	WH	14100	1	14100	
HVAC	AC	0	1	0	
KITCHEN EQUIPMENT	KT	0	0.65	0	
EQUIPMENT	EQ	3200	1	3200	
TOTAL LOAD KVA		19.561			
PANEL TOTAL AMPS		82			

MOUNTING:		NOTES:	
VOLTS:	000/000	SURFACE	
PHASE / WIRE:	1 / 3		
MAIN SIZE:	125		
MAIN TYPE:	125A MCB		
BUSS TYPE:	COPPER		
A.I.C. (RMS):	10K		
BREAKER TYPE:	SNAP-IN		
NEMA RATING:	1		
FEEDER SIZE:	WIRE	WIRE	CONDUIT
	QTY	SIZE	SIZE
	3	#1 AWG	1 1/4" C

REMARKS: PROVIDE COPPER GROUND BAR

1 ELECTRICAL PANEL SCHEDULE

Scale: 1/4" = 1'-0"

RFL

Restroom Facilities Limited

1700 CREST CIRCLE
DALLAS, TX 75244
512.222.5454

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COMPANY: RFL

DATE: 02/13/2024

W624CN2ST

RFL MODEL #

PROJECT:
REYES MASHBURN BASEBALL
2101 CUTHBERT
MIDLAND, TX 79701

DRAWN BY: C.G.

DATE: 02/02/2023

REVISION:

DATE:

REVISION:

DATE:

REVISION:

DATE:

REVISION:

DATE:

SHEET DESCRIPTION:

ELECTRICAL PANEL SCHEDULES

SHEET

E3

EXHIBIT C

Bonding Requirements

The successful bidder shall be required to furnish a Performance & Payment Bond* for bids in excess of \$50,000.00, in an amount equal to one hundred percent (100%) of the total contract price, such bond to be executed in five (5) original counterparts by a Corporate Surety authorized to do business in the State of Texas and acceptable to the City of Midland. All bonds must be executed on forms contained in these contract documents. The form of agreement which the successful bidder, as contractor, will be required to execute is also included herewith. The form of agreement and the form of the bonds should be carefully examined by the bidder.

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

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

PAYMENT BOND

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

SURETY NO _____

KNOW ALL MEN BY THESE PRESENTS, THAT

_____ of the City of

_____ of the County of _____ and State of Texas

as Principal, and _____, as Surety, are held and

firmly bound unto the City of Midland, Texas, as Oblige, 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 Oblige, 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

"General Decision Number: TX20220261 08/05/2022

Superseded General Decision Number: TX20210261

State: Texas

Construction Type: Building

County: Midland County in Texas.

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

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 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 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number
0
1 **PACKET**

Publication Date
01/07/2022
02/25/2022

11.101

February 13, 2024

2

08/05/2022

BOIL0074-003 01/01/2021

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

ENGI0178-005 06/01/2020

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

* IRON0084-011 06/01/2022

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

PLUM0404-001 09/01/2020

	Rates	Fringes
PLUMBER.....	\$ 26.05	8.81

* SUTX2014-037 07/21/2014

	Rates	Fringes
BRICKLAYER.....	\$ 20.00	0.00
CARPENTER.....	\$ 13.82 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.76 **	0.00
ELECTRICIAN.....	\$ 23.18	6.31
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 19.77	7.13
IRONWORKER, REINFORCING.....	\$ 12.27 **	0.00
IRONWORKER, STRUCTURAL.....	\$ 22.16	5.26
LABORER: Common or General.....	\$ 11.80 **	0.00
LABORER: Mason Tender - Brick...	\$ 11.38 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.58 **	0.00
LABORER: Pipelayer.....	\$ 12.49 **	2.13
LABORER: Roof Tearoff.....	\$ 11.28 **	0.00
OPERATOR:		

PACKET

11.102

February 13, 2024

Backhoe/Excavator/Trackhoe.....\$ 14.25 **	0.00
OPERATOR: Bobcat/Skid	
Steer/Skid Loader.....\$ 13.93 **	0.00
OPERATOR: Bulldozer.....\$ 18.29	1.31
OPERATOR: Drill.....\$ 16.22	0.34
OPERATOR: Forklift.....\$ 14.83 **	0.00
OPERATOR: Grader/Blade.....\$ 13.37 **	0.00
OPERATOR: Loader.....\$ 13.55 **	0.94
OPERATOR: Mechanic.....\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....\$ 16.03	0.00
OPERATOR: Roller.....\$ 12.70 **	0.00
PAINTER (Brush, Roller, and Spray).....\$ 15.00	0.73
PIPEFITTER.....\$ 25.80	8.55
ROOFER.....\$ 14.75 **	0.00
SHEET METAL WORKER (HVAC Duct Installation Only).....\$ 22.73	7.52
SHEET METAL WORKER, Excludes HVAC Duct Installation.....\$ 19.50	0.00
TILE FINISHER.....\$ 11.22 **	0.00
TILE SETTER.....\$ 14.74 **	0.00
TRUCK DRIVER: Dump Truck.....\$ 12.39 **	1.18
TRUCK DRIVER: Flatbed Truck.....\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....\$ 12.50 **	0.00
TRUCK DRIVER: Water Truck.....\$ 12.00 **	4.11

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

=====

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is **PACKET** by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours

February 13, 2024

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

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

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

Union Rate Identifiers

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

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

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

February 13, 2024

wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

PACKET

11.105

February 13, 2024

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

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

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

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

=====

END OF GENERAL DECISIO"



City Council Meeting

Item Number: 12
Meeting Date: February 13, 2024
To: City Council / City Manager
From: Justine Ruff, Director
Subject: RESOLUTION AUTHORIZING THE FINANCE DIRECTOR TO VERIFY AND ATTEST TO THE SUFFICIENCY OF CERTAIN FUND BALANCES HELD BY THE CITY OF MIDLAND DEPARTMENT OF AIRPORTS; SAID VERIFICATION AND ATTESTATION SHALL BE MADE FOR THE PURPOSE OF EFFECTUATING THE CITY OF MIDLAND'S PARTICIPATION IN THE AIRFIELD IMPROVEMENTS PROJECT AT MIDLAND AIRPARK; AND AUTHORIZING THE DIRECTOR OF AIRPORTS TO EXECUTE, ON BEHALF OF THE CITY OF MIDLAND, ALL CONTRACTS AND AGREEMENTS WITH THE STATE OF TEXAS, REPRESENTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION, AND SUCH OTHER PARTIES AS SHALL BE NECESSARY AND APPROPRIATE FOR THE IMPLEMENTATION OF THE AIRFIELD IMPROVEMENTS PROJECT AT MIDLAND AIRPARK (DISTRICT 4) (AIRPORTS)

Purpose:

Resolution authorizing the City Finance Director to verify that the City/Airport has the necessary funds to participate in the Airfield Improvements Project at Midland Airpark and authorizing the Director of Airports to execute on behalf of the City of Midland, all contracts and agreements with the State of Texas, represented by the Texas Department of Transportation, and such other parties as shall be necessary and appropriate for the implementation of the project described as "Improvements to the Midland Airpark (900212).

Recommended City Council Action:

Approve

Fiscal Impact:

Total Design and Construction Project Cost Estimate (100%)	\$15,008,155.00
--	-----------------

Total City (Airport) Share Estimate (10% of total)

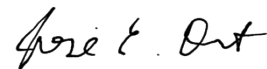
\$ 1,500,815.50

Strategic Priority:

Transparent & Consistent Communication

Discussion:

Increased heavy jet traffic and the West Texas sun has caused stress damage to the airfield pavement at Midland Airpark. This project will reconstruct Runway 7/25 full depth with new asphalt pavement; reconstruct Taxiways A, B, D, E and F (D - between concrete apron and the terminal apron) full depth with new asphalt pavement including new intersection pavement geometry in compliance with FAA Advisory Circulars; rehabilitate Runway 16/34 with crack seal and asphalt surface seal; replace medium intensity runway light fixtures (MIRL) on Runway 7/25 and Runway 16/34; replace lighted runway and taxiway signs; and replace joint seals in existing concrete apron. This project is currently estimated to be \$15 million with approximately \$1.5 million from the Airport Fund. This project is scheduled to go to the Texas Transportation Commission for approval in March and the attached paperwork for Midland Airpark must be completed in order to be placed on their agenda. This resolution assures that this project will be considered.



City Manager's Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE FINANCE DIRECTOR TO VERIFY AND ATTEST TO THE SUFFICIENCY OF CERTAIN FUND BALANCES HELD BY THE CITY OF MIDLAND DEPARTMENT OF AIRPORTS; SAID VERIFICATION AND ATTESTATION SHALL BE MADE FOR THE PURPOSE OF EFFECTUATING THE CITY OF MIDLAND'S PARTICIPATION IN THE AIRFIELD IMPROVEMENTS PROJECT AT MIDLAND AIRPARK; AND AUTHORIZING THE DIRECTOR OF AIRPORTS TO EXECUTE, ON BEHALF OF THE CITY OF MIDLAND, ALL CONTRACTS AND AGREEMENTS WITH THE STATE OF TEXAS, REPRESENTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION, AND SUCH OTHER PARTIES AS SHALL BE NECESSARY AND APPROPRIATE FOR THE IMPLEMENTATION OF THE AIRFIELD IMPROVEMENTS PROJECT AT MIDLAND AIRPARK

WHEREAS, the City of Midland intends to make certain improvements to the Midland Airpark (the "*Airfield Improvements Project*"); and

WHEREAS, the general description of the Airfield Improvements Project is as follows: (i) reconstruct Runway 7/25 full depth with new asphalt pavement; (ii) reconstruct Taxiways A, B, D (between concrete apron and the terminal apron), E, and F full depth with new asphalt pavement including new intersection pavement geometry in compliance; (iii) rehabilitate Runway 16/34 with crack seal and asphalt surface seal; (iv) replace medium intensity runway light fixtures on Runway 7/25 and Runway 16/34; (v) replace lighted runway and taxiway signs; and (vi) replace joint seals for existing concrete apron; and

WHEREAS, the City of Midland intends to request financial assistance from the Texas Department of Transportation for the Airfield Improvements Project; and

WHEREAS, the total design and construction costs are currently estimated to be \$15,008,155.00 and the City of Midland shall be responsible for at least ten percent (10%) of the total project costs currently estimated to be \$1,500,815.50; and

WHEREAS, the City Council finds it to be in the public interest to authorize the Finance Director to verify and attest to the sufficiency of certain fund balances held by the

Department of Airports for the purpose of effectuating the City of Midland’s participation in the Airfield Improvements Project; and

WHEREAS, the City Council finds it to be in the public interest to authorize the Director of Airports to execute, on behalf of the City of Midland, all contracts and agreements with the State of Texas, represented by the Texas Department of Transportation, and such other parties as shall be necessary and appropriate for the implementation of the Airfield Improvements Project;

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

SECTION ONE. That the Finance Director is hereby authorized and directed to verify and attest, as necessary and appropriate, to the sufficiency of certain fund balances held by the Department of Airports for the purpose of effectuating the City of Midland’s participation in the Airfield Improvements Project.

SECTION TWO. That the Director of Airports is hereby authorized and directed to execute on behalf of the City of Midland, all contracts and agreements with the State of Texas, represented by the Texas Department of Transportation, and such other parties as shall be necessary and appropriate for the implementation of the Airfield Improvements Project.

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., 2024, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS

Justine Ruff, Director of Airports

APPROVED AS TO FORM ONLY:

John Ohnemiller, City Attorney



City Council Meeting

Item Number: 13
Meeting Date: February 13, 2024
To: City Council / City Manager
From: Justine Ruff, Director
Subject: MOTION AUTHORIZING THE EXECUTION OF A THIRD AMENDMENT TO THAT CERTAIN NONEXCLUSIVE COMMERCIAL FIXED BASE OPERATOR LEASE AGREEMENT DATED MARCH 29, 2023, BETWEEN THE CITY OF MIDLAND, TEXAS, AND FRANKLIN MOUNTAIN AVIATION MAF, LLC; SAID AMENDMENT PROVIDING FOR AN EXTENSION OF THE DUE DILIGENCE EXPIRATION DATE FROM FEBRUARY 22, 2024, TO APRIL 30, 2024 (DISTRICT 4) (AIRPORTS)

Purpose:

Motion authorizing Amendment #3 to the Non-Exclusive Commercial Fixed Base Operator Lease Agreement between the City of Midland, Texas and Franklin Mountain Aviation MAF, LLC dated March 29, 2023.

Recommended City Council Action:

Approve

Fiscal Impact:

N/A

Strategic Priority:

Transparent & Consistent Communication

Discussion:

This Third Amendment to Non-Exclusive Commercial Fixed Base Operator Lease is made to be effective the 24th day of January 2024 between the City of Midland, Texas and Franklin Mountain Aviation MAF, LLC and does hereby amend the Non-Exclusive Commercial Fixed

Base Operator Lease Agreement of March 29, 2023; which has been previously amended by First Amendment to Non-Exclusive Commercial Fixed Base Operator Lease Agreement between the City of Midland, Texas and Franklin Mountain Aviation MAF, LLC dated July 26, 2023; and by Second Amendment to Non-Exclusive Commercial Fixed Base Operator Lease Agreement between the City of Midland, Texas and Franklin Mountain Aviation MAF, LLC dated November 23, 2023.

For E. Out

City Manager's Office

**THIRD AMENDMENT TO NON-EXCLUSIVE COMMERCIAL FIXED BASE OPERATOR
LEASE AGREEMENT BETWEEN THE CITY OF MIDLAND, TEXAS AND FRANKLIN
MOUNTAIN AVIATION MAF, LLC**

This Third Amendment to Non-Exclusive Commercial Fixed Base Operator Lease Agreement ("**Third Amendment**") is made to be effective the 24th day of January, 2024 (the "**Third Amendment Effective Date**") between City of Midland, Texas, a home rule municipal corporation, (hereinafter "**City**" or "**Lessor**") and Franklin Mountain Aviation MAF, LLC, a Texas limited liability company (hereinafter "**Lessee**"), and does hereby amend the Non-Exclusive Commercial Fixed Base Operator Lease Agreement with an "**Effective Date**") of March 29, 2023 (the "**Original Lease**"); which has been previously amended by First Amendment to Non-Exclusive Commercial Fixed Base Operator Lease Agreement between the City of Midland, Texas and Franklin Mountain Aviation MAF, LLC dated effective July 26, 2023 (the "**First Amendment**"); and by Second Amendment to Non-Exclusive Commercial Fixed Base Operator Lease Agreement between the City of Midland, Texas and Franklin Mountain Aviation MAF, LLC dated effective November 23, 2023 (the "**Second Amendment**").

RECITALS

- A. The Original Lease, First Amendment, Second Amendment and any additional amendments are collectively the "**Lease**".
- B. Lessor and Lessee wish to amend the Lease in order to extend the Due Diligence Period to April 30, 2024.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee agree as follows:

- 1. **Amendment Sections.**
 - A. **Due Diligence Period.** The first sentence under Section 1.04 shall be deleted in its entirety and replaced with the following:

“The “**Due Diligence Period**” shall mean and refer to the period of time commencing on the Effective Date and ending April 30, 2024.”
- 2. **Other Time Periods.** All other time periods contained in the Lease which are tied to or related to the Due Diligence Period will be calculated based upon the new Due Diligence Period referenced in this Third Amendment.
- 3. **Recitals.** The recitals set forth above are not mere recitals of fact but are incorporated into this Third Amendment by reference, except in the event of a conflict between the incorporated recitals and the numbered sections of this Third Amendment.
- 4. **Successors and Assigns.** The terms of this Third Amendment will be binding upon and inure to the benefit of the successors and assigns of Lessor and Lessee.
- 5. **Capitalized Terms.** All initial capitalized terms used in this Third Amendment are intended to have the same meaning as such initial capitalized terms used in the Lease and vice versa.

6. **Remainder of Lease Unaffected.** Except as expressly amended hereby, the remainder of the Lease shall be unaffected, and the obligations and rights of the Lessor and Lessee under the Lease will remain as provided therein.

7. **Approval and Ratification by City.** This Third Amendment will be subject to any required approval and / or ratification by the City, to give effect to this Third Amendment (“**City Approval**”). Execution of this Third Amendment by Lessee, with or without the joinder of the City and without receiving any City Approval is delivery of the Due Diligence Termination Notice by Lessee as of February 22, 2024; subject to receiving any required City Approval giving effect to this Third Amendment. If the City executes this Third Amendment and obtains any City Approval within thirty (30) days after the Third Amendment Effective Date, the Due Diligence Termination Notice will be deemed retroactively withdrawn by Lessee without further action from Lessee. Once the City receives City Approval, City will notify Lessee in writing.

8. **ESIGN.** This Third Amendment may be executed in counterparts, and it is not necessary that signatures of each party appear on the same counterpart, but such counterparts together will constitute a single binding agreement by and between the parties. Counterparts may be executed by hand or by any electronic signature complying the U.S. federal ESIGN Act of 2000, as amended (the “**ESIGN Act**”). Executed counterparts may be delivered via facsimile, electronic mail or other similar transmission method, and any executed counterpart so delivered shall be valid and effective for all purposes. No party shall raise the use of any electronic signature that complies with the ESIGN Act (including www.docusign.com), or the use of a facsimile machine, electronic mail or other similar transmission method as a means to deliver a signature to this Third Amendment or any amendment hereto as a defense to the formation or enforceability of a contract and each party forever waives any such defense.

[Signature pages follow]

IN WITNESS WHEREOF, Lessor and Lessee have signed this Third Amendment to be effective as of the day and year first above written.

LESSEE:

THE CITY OF MIDLAND, TEXAS

By: _____
Lori Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

[Lessee signature on following page]

LESSEE:

FRANKLIN MOUNTAIN AVIATION MAF, LLC,
a Texas limited liability company

By: _____
William Kell, Chief Operating Officer



City Council Meeting

Item Number: 14
Meeting Date: February 13, 2024
To: City Council / City Manager
From: Justine Ruff, Director
Subject: MOTION REJECTING THE SOLE BID RECEIVED FOR THE MIDLAND AIRPARK ENTRY ROAD ENHANCEMENTS PROJECT (DISTRICT 4) (AIRPORTS)

Purpose:

Motion rejecting the single bid received for the Midland Airpark Entry Road Enhancements Project.

Recommended City Council Action:

Approve

Fiscal Impact:

To be determined

Strategic Priority:

Transparent & Consistent Communication

Discussion:

In November, Council approved the plans and specifications for the Entry Road Enhancement Project at Midland Airpark. Multiple prospective bidders expressed interest in the project and attended the Pre-bid Meeting. On January 10, 2024, one bid was submitted. Staff is requesting that the one bid received be rejected and the project will be modified and rebid in the future.

Frederick D. Out

City Manager's Office



City Council Meeting

Item Number: 15
Meeting Date: February 13, 2024
To: City Council / City Manager
From: Justine Ruff, Director
Subject: MOTION REJECTING THE SOLE PROPOSAL RECEIVED FOR THE SALE OF CERTAIN REAL PROPERTY DESCRIBED AS LOTS 3A, 4A, AND 5A, BLOCK 3, MIDLAND INTERNATIONAL AIRPORT INDUSTRIAL PARK, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (DISTRICT 4) (AIRPORTS)

Purpose:

Motion rejecting the single proposal received from party interested in developing certain City-owned property described herein for a hotel on an approximate 3.99 acre tract consisting of Lots 3A, 4A and 5A, Block 3, Midland International Airport and Industrial Park Addition, City of Midland, Midland county, Texas.

Recommended City Council Action:

Approve

Fiscal Impact:

None

Strategic Priority:

Transparent & Consistent Communication

Discussion:

In 2022, the Department of Airports received interest from parties regarding property at the Airport for the construction of a hotel. The combined three lots of interest appraised for \$1,000,000.00. One response was received for the RFP from Riviera Point Development. Riviera Point Development planned a hotel, restaurant and coffee shop in the space. In early

2023, the City began negotiating a Purchase and Sale Agreement with Riviera Point Development, but unfortunately, the company representative working on this project had a catastrophic medical event that has left him unable to continue with the project. Staff is requesting approval to reject the sole proposal and reissue an RFP at a later date.

Frederic D. Out

City Manager's Office



City Council Meeting

Item Number: 16
Meeting Date: February 13, 2024
To: City Council / City Manager
From: Justine Ruff, Director
Subject: RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH GARVER LLC FOR THE DEVELOPMENT OF A SAFETY MANAGEMENT SYSTEM PROGRAM FOR MIDLAND INTERNATIONAL AIR & SPACE PORT FOR A TOTAL COST OF \$194,344.00; AND APPROPRIATING FUNDS FOR SAID PROJECT (DISTRICT 4) (AIRPORTS)

Purpose:

Resolution authorizing a Professional Services Agreement to develop a Safety Management System (SMS) for Midland International Air & Space Port with Garver for a total cost of \$194,344.00 and appropriate funds.

Recommended City Council Action:

Approve

Fiscal Impact:

Breakout of Costs:

SMS Program Planning (100% Airport Funds)	\$ 92,941.00
SMS Manual Development (100% Airport Funds)	\$ 45,591.00
SMS Implemental Support (100% Airport Funds)	\$ 55,812.00
Total for Garver Contract \$194,344.00	
Necessary Software Upgrade (100% Airport Funds)	\$ 10,000.00
Contingency (100% Airport Funds)	\$ 40,000.00
Total Project Appropriation	\$244,344.00

Appropriation Language:

\$244,344.00 will be appropriated from the Airport Operating Fund Unappropriated Fund Balance and transferred to a project for stated purpose.

Strategic Priority:

Transparent & Consistent Communication

Discussion:

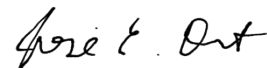
Midland International Air & Space Port (MAF) is a small-hub airport as defined by the FAA and must therefore establish a Safety Management System (SMS) program with an effective date of April 24, 2024. Once the implementation plan is approved by the FAA, MAF has twelve (12) months to develop an SMS manual and thirty-six (36) months to fully implement the SMS program. This plan will apply to the movement and non-movement areas of the Airport, not the terminal or landside portions. Garver has proposed a three-phase plan to implement the program for MAF.

Phase One – SMS Program Planning. The focus of this phase is to establish a foundation of data/information that will be used to develop the SMS implementation plan and created at the end of this phase. This phase includes a review of existing safety practices and policies, a gap analysis, and a best practices analysis.

Phase Two – SMS Manual Development. This phase will build upon the results of Phase One to develop an SMS Manual meeting FAA requirements for MAF.

Phase Three – The focus of this phase is to provide support related to the implementation of SMS at MAF. Specifically, this phase is focused on providing support related to the implementation of the FAA regulated portion of the SMS Program.

Garver LLC was selected as an on-call Architectural/Engineering firm to support projects at Midland International Air & Space Port and Midland Airpark.



City Manager's Office

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF A
PROFESSIONAL SERVICES AGREEMENT WITH
GARVER LLC FOR THE DEVELOPMENT OF A
SAFETY MANAGEMENT SYSTEM PROGRAM FOR
MIDLAND INTERNATIONAL AIR & SPACE PORT FOR
A TOTAL COST OF \$194,344.00; AND APPROPRIATING
FUNDS FOR SAID PROJECT**

WHEREAS, the City Council approved Resolution No. 2023-139 selecting five (5) engineering firms to provide professional services for the Department of Airports; and

WHEREAS, the Department of Airports has selected Garver LLC to develop a safety management system program for Midland International Air & Space Port; and

WHEREAS, Garver LLC has agreed to perform said professional services for a total cost of \$194,344.00; and

WHEREAS, the City Council finds that Garver LLC is qualified to perform said professional services; and

WHEREAS, the City Council finds that the professional fees proposed by Garver LLC 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 Garver LLC provides professional services for a fair and reasonable price; and

WHEREAS, the City Council finds it to be in the public interest to execute professional services agreement with Garver LLC 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;

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

SECTION ONE. That the City Manager and the City Secretary are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Midland, a

professional services agreement with Garver LLC for the development of a safety management system program for Midland International Air & Space Port. A copy of said agreement shall be kept on file in the office of the City Secretary, referenced by the date and number of this Resolution.

SECTION TWO. That the amount of \$244,344.00 is hereby appropriated from the Airport Operating Fund Unappropriated Fund Balance and transferred to a project established by the City of Midland Finance Department for purposes consistent with this Resolution.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay Garver LLC pursuant to the terms of said professional services agreement from funds available in the project established by the City of Midland Finance Department upon receipt of proper invoices or statements approved by the City Manager.

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., 2024, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Justine Ruff, Director of Airports

APPROVED AS TO FORM ONLY:

John Ohnemiller, City Attorney



**EXHIBIT A
MIDLAND INTERNATIONAL AIR AND SPACE PORT
SCOPE OF SERVICES
GARVER, LLC**

Objective:

The objective of this project is to develop a Safety Management System (SMS) program for the Midland International Air and Space Port (MAF or Airport) located in Midland, Texas. This project includes:

- The development of a SMS implementation plan and SMS manual meeting the requirements set forth in 14 Code of Federal Regulations (CFR) Part 139 and Federal Aviation Administration (FAA) Advisory Circular (AC) 150/5200-37A.
- Defined support activities related to the implementation of SMS at MAF.

Situation:

MAF is a small-hub airport as defined by the FAA and must therefore establish a SMS program under the final SMS rule published by the FAA on February 23, 2023 with an effective date of April 24, 2023. Under the final rule, MAF has twelve (12) months from the effective date of the rule (April 24, 2024) to develop and submit their SMS implementation plan to the FAA. Once the implementation plan is approved by FAA, MAF has twelve (12) months to develop their SMS manual and thirty-six (36) months to fully implement their SMS program. The FAA's requirement for SMS applies only to the movement and non-movement areas of the airport. It does not apply to the terminal or landside portions of the airport campus.

Garver understands that MAF's focus is to meet the FAA's requirements related to SMS. The expansion of the SMS program to areas beyond those required by the FAA (e.g., terminal area, landside area, and Occupational Safety and Health Administration requirements) are not part of this project.

Scope of Services:

This section discusses the specified services to be provided by Garver related to the development and implementation of an SMS program for MAF. This scope of work is broken down into three project phases with multiple tasks under each phase. Additionally, the deliverables for each project phase are defined.

Phase One – SMS Program Planning

The focus of this phase is to establish a foundation of data/information that will be used to develop the SMS implementation plan that will be created at the end of this phase. Consequently, this phase includes a review of existing safety practices and policies, a gap analysis, and a best practices analysis.

Task 1.1 – Project Kick-Off and General Project Management/Coordination

Upon receiving a Notice to Proceed (NTP) from the Airport, Garver will complete a virtual project kick-off meeting with Airport staff. The focus of the project kick-off meeting will be to:

- Identify and discuss existing safety policies, procedures, and manuals that can be provided to Garver for review in advance of the gap analysis visits.
- Identify and discuss specific organizations or individuals that should be interviewed as part of the gap analysis site visit (discussed in Task 1.5).

The project kick-off meeting will be attended by two (2) Garver staff members and is expected to take approximately one (1) hour.



Additionally, this task includes bi-weekly project status meetings with key airport staff to discuss project progress, next steps, and action items. Thirty (30) one (1) hour bi-weekly virtual meetings are assumed. The meetings will be attended by one (1) Garver staff member. Project status meetings may be stopped during periods of time where MAF and Garver are waiting to receive comments on draft deliverables from the FAA.

Task 1.2 – Safety Inventory

MAF staff will provide copies of all existing safety procedures, policies, training materials, and safety related data (e.g., incidents, accidents, etc.) to Garver for review. This is expected to include reviewing the following materials related to the regulatory portion of the SMS program:

- Incident/accident reports at MAF for the previous 24-month period (airside only)
- Airside safety related data review (e.g. runway incursions, vehicle accidents or moving violations) for the previous 24-month period
- Established safety policies and procedures for Airport staff including accident/incident investigation procedures (airside only)
- Established safety and security training for Airport badge holders and/or Airport staff
- Airport Driver's Training Program materials
- Safety enforcement policies
- Airport rules and regulations
- Airport Certification Manual
- Existing safety promotion programs and materials
- Safety communication policies and procedures
- Existing safety/hazard reporting programs, if established
- Existing safety related inspection procedures
- Other safety related programs (e.g. FOD programs, ramp safety programs, etc.), if established.
- Airport construction safety policies and materials (e.g., standard bid specifications for safety related items during construction)

This information will be reviewed by Garver staff to develop an inventory of existing safety related procedures, policies, and training materials to be evaluated further as part of the gap analysis.

Task 1.3 – Airport Best Practices Research and Survey

Garver will survey two (2) to three (3) comparable commercial service airports in the United States to gather information regarding their goals, scope, organizational structure, and operating principals related to their SMS program. Garver will prepare a draft version of the best practices survey for MAF staff review and approval. Once the survey questions have been approved by MAF staff, Garver will complete the best practices research.

The results of this task will be reviewed in a virtual meeting with MAF staff to identify and discuss specific best practices to be incorporated into the MAF SMS program. The virtual meeting is expected to be two (2) hours and will be attended by two (2) Garver staff members. Garver will provide an electronic version of the PowerPoint to MAF staff for future reference.

Task 1.4 – Safety Culture Survey

Garver will facilitate the conduct of the Futron Airport Safety Culture Survey (Futron ASCA) to measure the current MAF safety climate and assess aspects of the existing MAF safety culture. The FAA Advisory



Circular 150/5200-37A, paragraph 2.3.1 states that airports “. . . may need to consider their current safety culture and account for further cultural development in their SMS implementation plan.” It further states in paragraph 2.3.2 that in the development of the SMS Implementation Plan, one of the suggested steps is to “Inventory existing safety processes, . . . and understand the current safety culture of the organization. This is the current state or starting point.” Futron’s ASCA will provide this important view of the current state of the safety climate at the Airport and provide a starting point for crafting safety culture-shaping strategies that can be included in the MAF SMS Manual.

Garver will work with MAF staff to accomplish the following:

- Modify the existing survey framework to fit the needs and interests of MAF.
 - This will be accomplished via a one (1) hour virtual meeting, attended by two (2) Garver team members. Additional coordination may take place by email, if needed.
- Provide necessary information for MAF personnel to access the survey.
- Monitor and manage the conduct of the survey
 - Garver will distribute the survey on the Airport's behalf or the Airport may choose to distribute the survey to determined recipients. A mutually agreed-upon timeframe for the survey to be active will be determined at the start of this task.
- Analyze the survey data
 - Provide a virtual presentation and briefing of the survey results to MAF leadership This presentation will be a one (1) hour meeting attended by two (2) Garver team members.

Task 1.5 – Gap Analysis

Garver will conduct a gap analysis to review how MAF’s existing safety practices compare to industry standards and best practices for SMS and safety. This gap analysis includes identifying and analyzing gaps related to the following standards applicable to the regulatory SMS requirements set forth by the FAA:

- 14 CFR Part 139
- AC 150/5200-37A

To inform the gap analysis, Garver will complete a two (2) day gap analysis site visit at MAF. This site visit will be completed on consecutive days and will be attended by two (2) Garver staff members. The gap analysis is expected to include the following activities:

- Interviews with up to six (6) individuals or groups to discuss existing safety practices, procedures, and activities. The individuals or groups will be identified in consultation with airport staff. This will likely include interviews with airport operations, Aircraft Rescue and Fire Fighting (ARFF), airport maintenance, and others.
- General observations of airside activities
- Air carrier apron ramp inspection
- Fuel farm area inspection
- Perimeter inspection
- Safety and training records inspection

Task 1.6 – FAA Airport Certification Safety Inspector (ACSI) Collaboration

This task includes up to two (2) virtual meetings with MAF’s FAA ACSI to discuss SMS planning and development. The meetings are expected to be one (1) hour in length and will be attended by two (2)



Garver staff members. The Airport will be the only conduit to the ACSI; all communications and collaboration shall be through the Airport and no direct communication with the ACSI shall occur without prior approval from the Airport.

Task 1.7 – Pre-Plan Development Meeting

This task includes a virtual meeting with Airport Executives to discuss SMS planning and development. The meeting is expected to be one (1) hour in length and will be attended by two (2) Garver staff members.

Task 1.8 – Implementation Plan Development

As part of this task Garver will develop the following:

- SMS Implementation Plan to Meet FAA Requirements – This implementation plan will be based on the requirements and template provided in Appendix C of FAA AC 150/5200-37A. This document is expected to be between ten (10) to twenty (20) pages in length. The SMS implementation plan checklist contained in Appendix C of FAA AC 150/5200-37A will also be completed.

The SMS Implementation Plan will be submitted to MAF staff for review and comment. One comment/revision cycle is assumed. Up to four (4) virtual one (1) hour meetings are included in this task.

The SMS Implementation Plan will be submitted to the FAA for their official review. Any comments on the proposed implementation plan will be addressed by Garver.

Phase One Deliverables

As discussed in the preceding tasks, the following deliverables are included as part of Phase One:

- Electronic version of SMS Best Practices Research and Survey Presentation (Task 1.3)
- SMS Implementation Plan to Meet FAA Requirements (Task 1.8)

Phase Two – SMS Manual Development

This phase will build upon the results of Phase One to develop an SMS Manual for MAF.

Task 2.1 – SMS Manual Development

As part of this task Garver will develop the following:

- SMS Manual Meeting FAA Requirements – This SMS manual will be based on the requirements and template provided in Appendix D of FAA AC 150/5200-37A. This document is expected to be between twenty (20) and thirty (30) pages.

This task includes up to four (4) virtual meetings and two (2) in-person meetings with Airport staff to support the review and adoption of the SMS Manual. These meetings are expected to be attended by two (2) Garver personnel.

The SMS Manual to meet FAA requirements will be submitted to the Airport and then the FAA for their official review. Any comments on the proposed manual will be addressed by Garver.

The initial focus will be on the development of the safety policy and Safety Risk Management (SRM) policies and chapters. Subsequent chapters will be developed related to safety promotion, safety assurance, and other key aspects of airport safety.



Task 2.2 – FAA Airport Certification Safety Inspector (ACSI) Collaboration

This task includes up to two (2) virtual meetings with MAF's FAA ACSI to discuss the SMS manual. The meetings are expected to be one (1) hour in length and will be attended by two (2) Garver staff members. The Airport will be the only conduit to the ACSI; all communications and collaboration shall be through the Airport and no direct communication with the ACSI shall occur without prior approval from the Airport.

Phase Two Deliverables

As discussed in the preceding tasks, the following deliverables are included as part of Phase Two:

- SMS Manual Meeting FAA Requirements

Phase Three – SMS Implementation Support

The focus of this phase is to provide support related to the implementation of SMS at MAF. Specifically, this phase is focused on providing support related to the implementation of the FAA regulated portion of the SMS program.

Task 3.1 – FAA Required SMS Training

Garver will provide two (2) in-person training sessions to individuals with responsibilities under the FAA regulatory portion of MAF's SMS program. Both training sessions will be completed on the same day. This training is intended to meet the requirements set forth in 14 CFR Part 139.402(d)(3). Each training session will be up to two (2) hours in length and will be attended by two (2) Garver staff members. Copies of the PowerPoint presentation and other training materials will be provided to MAF staff.

Task 3.2 – Development of SMS Promotional Materials

Garver will create up to two (2) different SMS promotional flyers/posters for the Airport to distribute to personnel authorized to access the movement and/or non-movement areas of the Airport. Per the requirements set forth in 14 CFR Part 139.402(d)(1) this will include information related to hazard identification and reporting. This may include supporting minor changes to existing safety and security training provided to airport badge holders.

Task 3.3 – Safety Risk Management Training

Garver will provide a Safety Risk Management (SRM) training session for any airport personnel that may be required to lead an SRM process. The SRM process will take place in person at MAF and will be completed in a single day. As part of the training, a mock SRM will be conducted. Mock SRM forms will also be completed to serve as an example. Two (2) Garver personnel will conduct this training. Training curriculum, including presentation materials will be provided to the airport. The in-person training may be recorded for future training use by the airport.

Task 3.4 – SMS Quick Reference Guide

Garver will create a SMS quick reference guide that provides an executive summary of the SMS program and requirements at MAF. An electronic version of the quick reference guide will be provided to MAF staff for printing and distribution.



Phase Three Deliverables

As discussed in the preceding tasks, the following deliverables are included as part of Phase Three:

- FAA Required SMS Training materials
- Two (2) SMS Promotional Flyers/Posters
- SRM Training Materials
- SMS Quick Reference Guide

Excluded Scope:

For clarity, the following items are specifically not included within the scope of this project:

- SMS planning or support related to any airport areas outside the movement and non-movement area.
- Development of emergency, hazardous materials, evacuation, or security related response plans or training that may be related to SMS.
- SMS technology planning or implementation support.

Exhibit B

Midland International Air and Space Port MAF SMS

FEE SUMMARY

	Title I Service	Estimated Fees
Rate Schedule	SMS Program Planning	\$ 92,941.00
Rate Schedule	SMS Manual Development	\$ 45,591.00
Rate Schedule	SMS Implementation Support	\$ 55,812.00
	Subtotal for Title I Service	\$ 194,344.00
	Total All Services	\$ 194,344.00
Fee Type		

Exhibit B

Midland International Air and Space Port MAF SMS

SMS Program Planning

WORK TASK DESCRIPTION		P-4	P-2	P-1	AM-2
		\$304.00	\$235.00	\$198.00	\$148.00
		hr	hr	hr	hr
1. Task 1.1 – Project Kick-Off and General Project Management/Coordination					
Prep for Kick-Off Meeting		2	4		
Kick-Off Meeting		2	2		
Bi-Weekly Project Status Meetings			40		
General Project Management		4	20		
Subtotal - Task 1.1 – Project Kick-Off and General Project Management/Coordination		8	66	0	0
2. Task 1.2 – Safety Inventory					
- Review of Regulatory Documents		2	20	25	
Subtotal - Task 1.2 – Safety Inventory		2	20	25	0
3. Task 1.3 – Airport Best Practices Survey					
- Survey Development and Approval		1	4	4	
- Survey Administration		1	6	12	
- Best Practices PowerPoint Development and Virtual Meeting		1	4	8	3
- QC		1			
Subtotal - Task 1.3 – Airport Best Practices Survey		4	14	24	3
4. Task 1.4 – Safety Culture Survey					
- Survey Development		1	2		
- Survey Administration			2		
- Survey Results Analysis			4		
- Survey Results Review Meeting		2	4		
- QC		2	2		
Subtotal - Task 1.4 – Safety Culture Survey		5	14	0	0
5. Task 1.5 – Gap Analysis					
- Gap Analysis Prep			18	6	
- Regulatory Gap Analysis Site Visit (2 day)			20	20	
- Gap Analysis Documentation Development		2			2
Subtotal - Task 1.5 – Gap Analysis		2	38	26	2
6. Task 1.6 – FAA Airport Certification Safety Inspector (ACSI) Collaboration					
- FAA Meetings		2	3		
Subtotal - Task 1.6 – FAA Airport Certification Safety Inspector (ACSI) Collaborator		2	3	0	0
7. Task 1.7 – Pre-Plan Development Meeting					
- Meeting with Airport Executive Team		2	4		2
Subtotal - Task 1.7 – Pre-Plan Development Meeting		2	4	0	2
8. Task 1.8 – Implementation Plan Development					
- Regulatory Implementation Plan Development		2	10	36	
- Four Virtual Meetings		4	8		
- Quality Control		4			4
Subtotal - Task 1.8 – Implementation Plan Development		10	18	36	4
Hours		35	177	111	11
SUBTOTAL - SALARIES:			\$75,841.00		
DIRECT NON-LABOR EXPENSES					
Document Printing/Reproduction/Assembly			\$0.00		
Postage/Freight/Courier			\$0.00		
Travel Costs			\$2,100.00		

SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$2,100.00
SUBTOTAL:	\$77,941.00
SUBCONSULTANTS FEE:	\$15,000.00
-Futron - Culture Survey	\$15,000.00
TOTAL FEE:	\$92,941.00

Exhibit B**Midland International Air and Space Port
MAF SMS****SMS Manual Development**

WORK TASK DESCRIPTION		P-4	P-2	P-1	AM-2
		\$304.00	\$235.00	\$198.00	\$148.00
		hr	hr	hr	hr
1.	Task 2.1 – SMS Manual Development				
	- Regulatory Manual Development	4	40	60	12
	- Four Virtual Meetings	4	8		
	- Two In-Person meetings	18	18		
	- Quality Control	8			12
	Subtotal - Task 2.1 – SMS Manual Development	34	66	60	24
2.	Task 2.2 – FAA Airport Certification Safety Inspector (ACSI) Collaboration				
	- FAA Meetings	2	3		
	Subtotal - Task 2.2 – FAA Airport Certification Safety Inspector (ACSI) Collaboration	2	3	0	0

Hours	36	69	60	24
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SUBTOTAL - SALARIES:	\$42,591.00
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DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$0.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Travel Costs	\$3,000.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$3,000.00
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SUBTOTAL:	\$45,591.00
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SUBCONSULTANTS FEE:	\$0.00
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TOTAL FEE:	\$45,591.00
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Exhibit B

Midland International Air and Space Port MAF SMS

SMS Implementation Support

WORK TASK DESCRIPTION		P-4	P-2	P-1	AM-2
		\$304.00	\$235.00	\$198.00	\$148.00
		hr	hr	hr	hr
1.	Task 3.1 – FAA Required SMS Training				
	Task 3.1 – FAA Required SMS Training	2	20	24	6
	Quality Control	2			
	Subtotal - Task 3.1 – FAA Required SMS Training	4	20	24	6
2.	Task 3.2 – Development of SMS Promotional Materials				
	Task 3.2 – Development of SMS Promotional Materials	2	12	12	56
	Quality Control	2			
	Subtotal - Task 3.2 – Development of SMS Promotional Materials	4	12	12	56
3.	Task 3.3 – Safety Risk Management Training				
	Task 3.3 – Safety Risk Management Training	2	20	24	6
	Quality Control	2			
	Subtotal - Task 3.3 – Safety Risk Management Training	4	20	24	6
4.	Task 3.4 – SMS Quick Reference Guide				
	Task 3.4 – SMS Quick Reference Guide	2	12	12	56
	Quality Control	2			
	Subtotal - Task 3.4 – SMS Quick Reference Guide	4	12	12	56

Hours	16	64	72	124
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SUBTOTAL - SALARIES:	\$52,512.00
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DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$300.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Travel Costs	\$3,000.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$3,300.00
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SUBTOTAL:	\$55,812.00
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SUBCONSULTANTS FEE:	\$0.00
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TOTAL FEE:	\$55,812.00
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PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and effective the 13th-day of February 2024, by and between the CITY OF MIDLAND, TEXAS (“*CITY*”), a home-rule municipal corporation, and GARVER (“*COMPANY*”). CITY and COMPANY are at times individually referred to as a “*Party*” and collectively referred to as the “*Parties*.”

ARTICLE I. PURPOSE

The purpose of this Agreement is to state the terms and conditions under which COMPANY shall perform Develop an Safety Management System (SMS) program for the Midland International Air & Space Port (the “*Services*”) for CITY. The Services are more specifically set forth in **Exhibit A**, which is attached hereto and incorporated herein for all purposes.

ARTICLE II. SERVICES TO BE PERFORMED

COMPANY shall provide the Services in a manner consistent with the same level of skill and care as other professionals that perform similar services for similar projects in approximately the same region and at approximately the same point in time. COMPANY represents that any employee who performs the Services shall be fully qualified and competent to perform the Services.

ARTICLE III. FINANCIAL CONSIDERATIONS

CITY agrees to pay COMPANY an amount not to exceed \$194,344.00 for the performance of the Services. CITY agrees to pay COMPANY according to the schedule set forth in **Exhibit A** upon presentation of a monthly invoice. The monthly invoice shall set forth all service fees for the month and those expenses described in **Exhibit A** that COMPANY incurs during the previous month for which COMPANY receives advanced written approval from the City Manager. All additional and/or reimbursable expenses must be approved by the City Manager prior to incurring such expenses.

Within thirty (30) days of the date COMPANY’s invoice is received by CITY, CITY shall pay the full amount of such invoice; provided, however, that if CITY objects to any portion of an invoice, CITY shall notify COMPANY of CITY’s objection and the grounds therefor within fifteen (15) days of the date of receipt of the invoice, and the Parties shall immediately make every

effort to settle the disputed portion of the invoice. Notwithstanding the foregoing, CITY shall pay every portion of the invoice that is not in dispute within the 30-day period for payment.

ARTICLE IV. TERM

The term of this Agreement shall be from February 2024 until completion, unless the Services are completed sooner or the Agreement is terminated as provided below.

ARTICLE V. TERMINATION AT WILL

CITY may terminate this Agreement at will, for any or no reason, upon giving COMPANY at least one hundred eighty (180) days' written notice. The Parties understand and agree that it is in CITY'S sole and absolute discretion to cancel this Agreement during the term set forth in Article IV without penalty to CITY. COMPANY has no expectation and has received no guarantees that this Agreement will not be terminated during the Agreement's term. The Parties have bargained for the flexibility of terminating this Agreement upon tender of the requisite notice at any time during this Agreement's term. All work and services under the Agreement shall be suspended upon termination of the Agreement becoming effective.

ARTICLE VI. ASSIGNMENT

COMPANY shall not, either directly or indirectly, assign all or any part of this Agreement, or any interest, right or privilege herein, without obtaining CITY's prior written consent. The issue of whether to grant such consent shall be in the sole and absolute discretion of CITY.

ARTICLE VII. OWNERSHIP AND CONFIDENTIALITY OF DOCUMENTS AND OTHER WORK PRODUCT

All reports, information and other data ("*Instruments of Service*") given to, prepared or assembled by COMPANY under this Agreement, and any other related document or item shall become the sole and exclusive property of CITY. The Instruments of Service shall be promptly delivered, without restriction, to CITY and such other persons or entities as CITY may designate; provided, however, that COMPANY may make copies of the Instruments of Service for its files.

ARTICLE VIII. INDEPENDENT CONTRACTOR

COMPANY shall perform the Services as an independent contractor and not as an officer, agent, servant or employee of CITY. COMPANY shall have exclusive control of and the exclusive

right to control the details of the Services and all persons performing the same. COMPANY shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors. The Parties acknowledge and agree that the doctrine of *respondeat superior* shall not apply as between CITY and COMPANY, its officers, agents, employees, contractors and subcontractors. Nothing in this Agreement shall be construed as creating a partnership or joint enterprise between CITY and COMPANY. No person performing the Services shall be considered an officer, agent, servant or employee of CITY. Further, it is specifically understood and agreed that nothing in this Agreement is intended nor shall be construed as creating a “Community of Pecuniary Interest” or “An Equal Right of Control” that would give rise to vicarious liability. COMPANY is an independent contractor under this Agreement and shall assume all rights, obligations, and liabilities applicable to it as an independent contractor. CITY does not have the power to direct the order in which the services are performed. CITY shall not have the right to control the means, methods or details of COMPANY’S work. COMPANY shall assume exclusive responsibility for performing the Services, and is entirely free to perform the Services in its own way.

ARTICLE IX. INSURANCE

During the term of this Agreement, COMPANY shall maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas:

Commercial General Liability (including Contractual liability):

-Personal Injury: \$1,000,000.00 per person
 \$1,000,000.00 per occurrence

-Property Damage: \$500,000.00 per occurrence

Business Automobile Liability: \$250,000.00 combined single limit -
 Personal Injury and Property Damage

Workers’ Compensation: Statutory limits

Employers’ Liability: \$500,000.00 per accident or occurrence

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

The Business Automobile Liability policy shall cover any vehicle for bodily injury and

property damage, including owned vehicles, hired and non-city vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of \$250,000.00 covering any vehicle used for the execution of the Services. This policy shall name CITY as an additional insured and waive subrogation in favor of CITY.

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

All insurance policies required by this Agreement shall (i) provide for a waiver of subrogation in favor of CITY, and (ii) name CITY as an additional insured on a claims-occurred basis (except for the Workers' Compensation policy). Prior to any reduction or termination of the insurance policies referenced herein, COMPANY shall ensure that its insurance provider submits written notice to CITY no later than thirty (30) days prior to the reduction or termination of such coverage.

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

Prior to the execution of the Agreement, COMPANY shall provide one or more certificates of insurance specifically stating that requirements of this Article have been met, which shall be subject to the approval of CITY. CITY shall not be required to provide any insurance pursuant to this Agreement.

By executing this Agreement, COMPANY certifies that the certificate of insurance provided pursuant to this Article complies with the requirements of Chapter 1811 of the Texas Insurance Code. COMPANY shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law and this Agreement is the sole and exclusive responsibility of COMPANY.

Notwithstanding any contrary provision contained herein, the City Manager, in his/her sole and absolute discretion, modify the insurance requirements contained in this Article.

ARTICLE X. ATTORNEY FEES

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

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

COMPANY IS RELYING ON ITS OWN JUDGMENT AND HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH COMPETENT LEGAL COUNSEL PRIOR TO ITS EXECUTION. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE XI. GOVERNMENTAL IMMUNITY

By executing this Agreement, CITY is not waiving its right of governmental immunity. CITY is retaining its immunity from suit. CITY is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

ARTICLE XII. NO THIRD-PARTY BENEFICIARY

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

ARTICLE XIII. RELEASE

NOTWITHSTANDING ANY CONTRARY PROVISION CONTAINED HEREIN, COMPANY HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY AND ITS AGENTS, COUNCIL MEMBERS, EMPLOYEES, AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH COMPANY HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF AGREEMENT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE. THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE XIV. GENERAL PROVISIONS

A. Waiver. No waiver by CITY of a breach of any covenant, condition, or restriction of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction contained in this Agreement.

B. Governing Law and Venue. The laws of the State of Texas shall govern, construe and enforce all rights and duties of the Parties, including, but not limited to, tort claims and any contractual claims or disputes arising from or relating in any way to the subject matter of this Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. The obligations and undertakings of the

Parties shall be deemed to have occurred in Midland County, Texas. Exclusive venue for any claim, suit, or other action arising from or connected in any way to this Agreement shall be in Midland County, Texas.

C. Notice. Any notice or demand made regarding this Agreement shall be made in writing and delivered, either in person or by certified or registered mail, at the addresses provided below. Notice by mail shall be complete upon deposit of the paper, postage prepaid, in a post office or official depository under the care and custody of the United States Postal Service.

If to CITY: City Manager's Office
 P.O. Box 1152
 Midland, Texas 79702

If to COMPANY: Garver, LLC
 13750 San Pedro Ave, Suite 350
 San Antonio, TX 78232

The parties hereto may change the above-designated addresses by giving notice pursuant to the terms of this Section.

D. Severability. If one or more of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision were never contained herein.

E. Use of Language. Words in the singular shall be held to include the plural, unless the context otherwise requires.

F. Amendments, Modifications, Alterations. No amendment, modification, or alteration of this Agreement shall be binding unless such is evidenced in writing, dated subsequent to the date of this Agreement, and duly executed by the Parties.

G. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed as original, and all of which shall constitute one and the same instrument.

H. Federal Wage Requirements. If applicable, the Davis-Bacon Act, 29 CFR 5.5, and any related acts or regulations are hereby incorporated by reference and made a part of this Agreement, and all terms and requirements under said statutes and regulations are made terms and conditions of this Agreement, to which the Parties have agreed to be bound.

I. Notice of Alleged Breach; Statutory Prerequisites. As a condition precedent to filing suit

for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, COMPANY or its legal representative shall give the City Manager, or any other reasonable official of CITY, written notice (consisting of one (1) original and seven (7) copies of such notice attached to a copy of this Agreement) of such duly-verified damages within one hundred fifty (150) days after the same has been sustained. The discovery rule does not apply to the giving of such notice. The notice shall include when, where, and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which COMPANY will settle, the physical and mailing addresses of COMPANY at the time and date the claim was presented, the physical and mailing addresses of COMPANY for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom COMPANY relies to establish its claim. COMPANY's failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except CITY from any liability whatsoever. CITY is under no obligation to provide notice to COMPANY that COMPANY'S notice is insufficient. CITY reserves the right to request additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after COMPANY's receipt of such notice.

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

J. Prompt Pay Act. The Parties agree that Texas Government Code, Chapter 2251, Payment for Goods and Services does not waive the CITY's governmental immunity.

K. Compliance. COMPANY shall comply with Texas Government Code § 2252.908, *et seq.*, as amended, and Texas Local Government Code § 176.006, *et seq.*, as amended.

L. Anti-Boycott Statutes. To the extent that Tex. Gov't Code §§ 2271.002 and 2274.002 apply to this Agreement, COMPANY hereby verifies that:

- COMPANY does not boycott Israel and will not boycott Israel during the term of

this Agreement;

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

If Tex. Gov't Code § 2270.002 does not apply to this Agreement, such verification is not required, and COMPANY shall be deemed to have not made such verification.

M. Records Retention and Production of Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY shall: (i) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to CITY for the duration of the contract; (ii) promptly provide to CITY any contracting information related to the Agreement that is in the custody or possession of COMPANY on request of CITY; and (iii) on completion of the Agreement, either (a) provide at no cost to CITY all contracting information related to the Agreement that is in the custody or possession of COMPANY, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to CITY.

N. Public Information. To the extent that this Agreement is a contract described by Tex. Gov't Code § 552.371, COMPANY agrees as follows in accordance with Tex. Gov't Code § 552.372(b): The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract, and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

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

Agreement that precede the signature page(s), which evidences the Parties' execution and acceptance hereof.

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

Q. Interpretation. By executing this Agreement, the Parties acknowledge and agree that this Agreement shall not be interpreted or construed against any Party solely because such Party or its legal counsel drafted this Agreement. The Parties have read, understood, and approve of the language and terms set forth herein.

[Signature Page(s) Follows]

EXECUTED IN DUPLICATE the day and year first above mentioned.

THE CITY OF MIDLAND, TEXAS

Tommy Gonzalez., City Manager

ATTEST:

Marcia Bentley-German, City Governance Officer/City Secretary

APPROVED AS TO FORM ONLY:

John Ohnemiller, City Attorney

COMPANY:

By: _____


Name: Nathaniel R. Polsgrove

Title: Aviation Planning Director

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 A
MIDLAND INTERNATIONAL AIR AND SPACE PORT
SCOPE OF SERVICES
GARVER, LLC**

Objective:

The objective of this project is to develop a Safety Management System (SMS) program for the Midland International Air and Space Port (MAF or Airport) located in Midland, Texas. This project includes:

- The development of a SMS implementation plan and SMS manual meeting the requirements set forth in 14 Code of Federal Regulations (CFR) Part 139 and Federal Aviation Administration (FAA) Advisory Circular (AC) 150/5200-37A.
- Defined support activities related to the implementation of SMS at MAF.

Situation:

MAF is a small-hub airport as defined by the FAA and must therefore establish a SMS program under the final SMS rule published by the FAA on February 23, 2023 with an effective date of April 24, 2023. Under the final rule, MAF has twelve (12) months from the effective date of the rule (April 24, 2024) to develop and submit their SMS implementation plan to the FAA. Once the implementation plan is approved by FAA, MAF has twelve (12) months to develop their SMS manual and thirty-six (36) months to fully implement their SMS program. The FAA's requirement for SMS applies only to the movement and non-movement areas of the airport. It does not apply to the terminal or landside portions of the airport campus.

Garver understands that MAF's focus is to meet the FAA's requirements related to SMS. The expansion of the SMS program to areas beyond those required by the FAA (e.g., terminal area, landside area, and Occupational Safety and Health Administration requirements) are not part of this project.

Scope of Services:

This section discusses the specified services to be provided by Garver related to the development and implementation of an SMS program for MAF. This scope of work is broken down into three project phases with multiple tasks under each phase. Additionally, the deliverables for each project phase are defined.

Phase One – SMS Program Planning

The focus of this phase is to establish a foundation of data/information that will be used to develop the SMS implementation plan that will be created at the end of this phase. Consequently, this phase includes a review of existing safety practices and policies, a gap analysis, and a best practices analysis.

Task 1.1 – Project Kick-Off and General Project Management/Coordination

Upon receiving a Notice to Proceed (NTP) from the Airport, Garver will complete a virtual project kick-off meeting with Airport staff. The focus of the project kick-off meeting will be to:

- Identify and discuss existing safety policies, procedures, and manuals that can be provided to Garver for review in advance of the gap analysis visits.
- Identify and discuss specific organizations or individuals that should be interviewed as part of the gap analysis site visit (discussed in Task 1.5).

The project kick-off meeting will be attended by two (2) Garver staff members and is expected to take approximately one (1) hour.



Additionally, this task includes bi-weekly project status meetings with key airport staff to discuss project progress, next steps, and action items. Thirty (30) one (1) hour bi-weekly virtual meetings are assumed. The meetings will be attended by one (1) Garver staff member. Project status meetings may be stopped during periods of time where MAF and Garver are waiting to receive comments on draft deliverables from the FAA.

Task 1.2 – Safety Inventory

MAF staff will provide copies of all existing safety procedures, policies, training materials, and safety related data (e.g., incidents, accidents, etc.) to Garver for review. This is expected to include reviewing the following materials related to the regulatory portion of the SMS program:

- Incident/accident reports at MAF for the previous 24-month period (airside only)
- Airside safety related data review (e.g. runway incursions, vehicle accidents or moving violations) for the previous 24-month period
- Established safety policies and procedures for Airport staff including accident/incident investigation procedures (airside only)
- Established safety and security training for Airport badge holders and/or Airport staff
- Airport Driver's Training Program materials
- Safety enforcement policies
- Airport rules and regulations
- Airport Certification Manual
- Existing safety promotion programs and materials
- Safety communication policies and procedures
- Existing safety/hazard reporting programs, if established
- Existing safety related inspection procedures
- Other safety related programs (e.g. FOD programs, ramp safety programs, etc.), if established.
- Airport construction safety policies and materials (e.g., standard bid specifications for safety related items during construction)

This information will be reviewed by Garver staff to develop an inventory of existing safety related procedures, policies, and training materials to be evaluated further as part of the gap analysis.

Task 1.3 – Airport Best Practices Research and Survey

Garver will survey two (2) to three (3) comparable commercial service airports in the United States to gather information regarding their goals, scope, organizational structure, and operating principals related to their SMS program. Garver will prepare a draft version of the best practices survey for MAF staff review and approval. Once the survey questions have been approved by MAF staff, Garver will complete the best practices research.

The results of this task will be reviewed in a virtual meeting with MAF staff to identify and discuss specific best practices to be incorporated into the MAF SMS program. The virtual meeting is expected to be two (2) hours and will be attended by two (2) Garver staff members. Garver will provide an electronic version of the PowerPoint to MAF staff for future reference.

Task 1.4 – Safety Culture Survey

Garver will facilitate the conduct of the Futron Airport Safety Culture Survey (Futron ASCA) to measure the current MAF safety climate and assess aspects of the existing MAF safety culture. The FAA Advisory



Circular 150/5200-37A, paragraph 2.3.1 states that airports “. . . may need to consider their current safety culture and account for further cultural development in their SMS implementation plan.” It further states in paragraph 2.3.2 that in the development of the SMS Implementation Plan, one of the suggested steps is to “Inventory existing safety processes, . . . and understand the current safety culture of the organization. This is the current state or starting point.” Futron’s ASCA will provide this important view of the current state of the safety climate at the Airport and provide a starting point for crafting safety culture-shaping strategies that can be included in the MAF SMS Manual.

Garver will work with MAF staff to accomplish the following:

- Modify the existing survey framework to fit the needs and interests of MAF.
 - This will be accomplished via a one (1) hour virtual meeting, attended by two (2) Garver team members. Additional coordination may take place by email, if needed.
- Provide necessary information for MAF personnel to access the survey.
- Monitor and manage the conduct of the survey
 - Garver will distribute the survey on the Airport's behalf or the Airport may choose to distribute the survey to determined recipients. A mutually agreed-upon timeframe for the survey to be active will be determined at the start of this task.
- Analyze the survey data
 - Provide a virtual presentation and briefing of the survey results to MAF leadership This presentation will be a one (1) hour meeting attended by two (2) Garver team members.

Task 1.5 – Gap Analysis

Garver will conduct a gap analysis to review how MAF’s existing safety practices compare to industry standards and best practices for SMS and safety. This gap analysis includes identifying and analyzing gaps related to the following standards applicable to the regulatory SMS requirements set forth by the FAA:

- 14 CFR Part 139
- AC 150/5200-37A

To inform the gap analysis, Garver will complete a two (2) day gap analysis site visit at MAF. This site visit will be completed on consecutive days and will be attended by two (2) Garver staff members. The gap analysis is expected to include the following activities:

- Interviews with up to six (6) individuals or groups to discuss existing safety practices, procedures, and activities. The individuals or groups will be identified in consultation with airport staff. This will likely include interviews with airport operations, Aircraft Rescue and Fire Fighting (ARFF), airport maintenance, and others.
- General observations of airside activities
- Air carrier apron ramp inspection
- Fuel farm area inspection
- Perimeter inspection
- Safety and training records inspection

Task 1.6 – FAA Airport Certification Safety Inspector (ACSI) Collaboration

This task includes up to two (2) virtual meetings with MAF’s FAA ACSI to discuss SMS planning and development. The meetings are expected to be one (1) hour in length and will be attended by two (2)



Garver staff members. The Airport will be the only conduit to the ACSI; all communications and collaboration shall be through the Airport and no direct communication with the ACSI shall occur without prior approval from the Airport.

Task 1.7 – Pre-Plan Development Meeting

This task includes a virtual meeting with Airport Executives to discuss SMS planning and development. The meeting is expected to be one (1) hour in length and will be attended by two (2) Garver staff members.

Task 1.8 – Implementation Plan Development

As part of this task Garver will develop the following:

- SMS Implementation Plan to Meet FAA Requirements – This implementation plan will be based on the requirements and template provided in Appendix C of FAA AC 150/5200-37A. This document is expected to be between ten (10) to twenty (20) pages in length. The SMS implementation plan checklist contained in Appendix C of FAA AC 150/5200-37A will also be completed.

The SMS Implementation Plan will be submitted to MAF staff for review and comment. One comment/revision cycle is assumed. Up to four (4) virtual one (1) hour meetings are included in this task.

The SMS Implementation Plan will be submitted to the FAA for their official review. Any comments on the proposed implementation plan will be addressed by Garver.

Phase One Deliverables

As discussed in the preceding tasks, the following deliverables are included as part of Phase One:

- Electronic version of SMS Best Practices Research and Survey Presentation (Task 1.3)
- SMS Implementation Plan to Meet FAA Requirements (Task 1.8)

Phase Two – SMS Manual Development

This phase will build upon the results of Phase One to develop an SMS Manual for MAF.

Task 2.1 – SMS Manual Development

As part of this task Garver will develop the following:

- SMS Manual Meeting FAA Requirements – This SMS manual will be based on the requirements and template provided in Appendix D of FAA AC 150/5200-37A. This document is expected to be between twenty (20) and thirty (30) pages.

This task includes up to four (4) virtual meetings and two (2) in-person meetings with Airport staff to support the review and adoption of the SMS Manual. These meetings are expected to be attended by two (2) Garver personnel.

The SMS Manual to meet FAA requirements will be submitted to the Airport and then the FAA for their official review. Any comments on the proposed manual will be addressed by Garver.

The initial focus will be on the development of the safety policy and Safety Risk Management (SRM) policies and chapters. Subsequent chapters will be developed related to safety promotion, safety assurance, and other key aspects of airport safety.



Task 2.2 – FAA Airport Certification Safety Inspector (ACSI) Collaboration

This task includes up to two (2) virtual meetings with MAF's FAA ACSI to discuss the SMS manual. The meetings are expected to be one (1) hour in length and will be attended by two (2) Garver staff members. The Airport will be the only conduit to the ACSI; all communications and collaboration shall be through the Airport and no direct communication with the ACSI shall occur without prior approval from the Airport.

Phase Two Deliverables

As discussed in the preceding tasks, the following deliverables are included as part of Phase Two:

- SMS Manual Meeting FAA Requirements

Phase Three – SMS Implementation Support

The focus of this phase is to provide support related to the implementation of SMS at MAF. Specifically, this phase is focused on providing support related to the implementation of the FAA regulated portion of the SMS program.

Task 3.1 – FAA Required SMS Training

Garver will provide two (2) in-person training sessions to individuals with responsibilities under the FAA regulatory portion of MAF's SMS program. Both training sessions will be completed on the same day. This training is intended to meet the requirements set forth in 14 CFR Part 139.402(d)(3). Each training session will be up to two (2) hours in length and will be attended by two (2) Garver staff members. Copies of the PowerPoint presentation and other training materials will be provided to MAF staff.

Task 3.2 – Development of SMS Promotional Materials

Garver will create up to two (2) different SMS promotional flyers/posters for the Airport to distribute to personnel authorized to access the movement and/or non-movement areas of the Airport. Per the requirements set forth in 14 CFR Part 139.402(d)(1) this will include information related to hazard identification and reporting. This may include supporting minor changes to existing safety and security training provided to airport badge holders.

Task 3.3 – Safety Risk Management Training

Garver will provide a Safety Risk Management (SRM) training session for any airport personnel that may be required to lead an SRM process. The SRM process will take place in person at MAF and will be completed in a single day. As part of the training, a mock SRM will be conducted. Mock SRM forms will also be completed to serve as an example. Two (2) Garver personnel will conduct this training. Training curriculum, including presentation materials will be provided to the airport. The in-person training may be recorded for future training use by the airport.

Task 3.4 – SMS Quick Reference Guide

Garver will create a SMS quick reference guide that provides an executive summary of the SMS program and requirements at MAF. An electronic version of the quick reference guide will be provided to MAF staff for printing and distribution.



Phase Three Deliverables

As discussed in the preceding tasks, the following deliverables are included as part of Phase Three:

- FAA Required SMS Training materials
- Two (2) SMS Promotional Flyers/Posters
- SRM Training Materials
- SMS Quick Reference Guide

Excluded Scope:

For clarity, the following items are specifically not included within the scope of this project:

- SMS planning or support related to any airport areas outside the movement and non-movement area.
- Development of emergency, hazardous materials, evacuation, or security related response plans or training that may be related to SMS.
- SMS technology planning or implementation support.

Exhibit B

**Midland International Air and Space Port
MAF SMS**

FEE SUMMARY

	Title I Service	Estimated Fees
Rate Schedule	SMS Program Planning	\$ 92,941.00
Rate Schedule	SMS Manual Development	\$ 45,591.00
Rate Schedule	SMS Implementation Support	\$ 55,812.00
	Subtotal for Title I Service	\$ 194,344.00
	Total All Services	\$ 194,344.00
Fee Type		

Exhibit B

Midland International Air and Space Port MAF SMS

SMS Program Planning

WORK TASK DESCRIPTION		P-4	P-2	P-1	AM-2
		\$304.00	\$235.00	\$198.00	\$148.00
		hr	hr	hr	hr
1. Task 1.1 – Project Kick-Off and General Project Management/Coordination					
Prep for Kick-Off Meeting		2	4		
Kick-Off Meeting		2	2		
Bi-Weekly Project Status Meetings			40		
General Project Management		4	20		
Subtotal - Task 1.1 – Project Kick-Off and General Project Management/Coordination		8	66	0	0
2. Task 1.2 – Safety Inventory					
- Review of Regulatory Documents		2	20	25	
Subtotal - Task 1.2 – Safety Inventory		2	20	25	0
3. Task 1.3 – Airport Best Practices Survey					
- Survey Development and Approval		1	4	4	
- Survey Administration		1	6	12	
- Best Practices PowerPoint Development and Virtual Meeting		1	4	8	3
- QC		1			
Subtotal - Task 1.3 – Airport Best Practices Survey		4	14	24	3
4. Task 1.4 – Safety Culture Survey					
- Survey Development		1	2		
- Survey Administration			2		
- Survey Results Analysis			4		
- Survey Results Review Meeting		2	4		
- QC		2	2		
Subtotal - Task 1.4 – Safety Culture Survey		5	14	0	0
5. Task 1.5 – Gap Analysis					
- Gap Analysis Prep			18	6	
- Regulatory Gap Analysis Site Visit (2 day)			20	20	
- Gap Analysis Documentation Development		2			2
Subtotal - Task 1.5 – Gap Analysis		2	38	26	2
6. Task 1.6 – FAA Airport Certification Safety Inspector (ACSI) Collaboration					
- FAA Meetings		2	3		
Subtotal - Task 1.6 – FAA Airport Certification Safety Inspector (ACSI) Collaborator		2	3	0	0
7. Task 1.7 – Pre-Plan Development Meeting					
- Meeting with Airport Executive Team		2	4		2
Subtotal - Task 1.7 – Pre-Plan Development Meeting		2	4	0	2
8. Task 1.8 – Implementation Plan Development					
- Regulatory Implementation Plan Development		2	10	36	
- Four Virtual Meetings		4	8		
- Quality Control		4			4
Subtotal - Task 1.8 – Implementation Plan Development		10	18	36	4
Hours		35	177	111	11
SUBTOTAL - SALARIES:			\$75,841.00		
DIRECT NON-LABOR EXPENSES					
Document Printing/Reproduction/Assembly			\$0.00		
Postage/Freight/Courier			\$0.00		
Travel Costs			\$2,100.00		

SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$2,100.00
SUBTOTAL:	\$77,941.00
SUBCONSULTANTS FEE:	\$15,000.00
-Futron - Culture Survey	\$15,000.00
TOTAL FEE:	\$92,941.00

Exhibit B**Midland International Air and Space Port
MAF SMS****SMS Manual Development**

WORK TASK DESCRIPTION		P-4	P-2	P-1	AM-2
		\$304.00	\$235.00	\$198.00	\$148.00
		hr	hr	hr	hr
1.	Task 2.1 – SMS Manual Development				
	- Regulatory Manual Development	4	40	60	12
	- Four Virtual Meetings	4	8		
	- Two In-Person meetings	18	18		
	- Quality Control	8			12
	Subtotal - Task 2.1 – SMS Manual Development	34	66	60	24
2.	Task 2.2 – FAA Airport Certification Safety Inspector (ACSI) Collaboration				
	- FAA Meetings	2	3		
	Subtotal - Task 2.2 – FAA Airport Certification Safety Inspector (ACSI) Collaboration	2	3	0	0

Hours	36	69	60	24
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SUBTOTAL - SALARIES:	\$42,591.00
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DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$0.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Travel Costs	\$3,000.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$3,000.00
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SUBTOTAL:	\$45,591.00
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SUBCONSULTANTS FEE:	\$0.00
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TOTAL FEE:	\$45,591.00
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Exhibit B

Midland International Air and Space Port MAF SMS

SMS Implementation Support

WORK TASK DESCRIPTION		P-4	P-2	P-1	AM-2
		\$304.00	\$235.00	\$198.00	\$148.00
		hr	hr	hr	hr
1.	Task 3.1 – FAA Required SMS Training				
	Task 3.1 – FAA Required SMS Training	2	20	24	6
	Quality Control	2			
	Subtotal - Task 3.1 – FAA Required SMS Training	4	20	24	6
2.	Task 3.2 – Development of SMS Promotional Materials				
	Task 3.2 – Development of SMS Promotional Materials	2	12	12	56
	Quality Control	2			
	Subtotal - Task 3.2 – Development of SMS Promotional Materials	4	12	12	56
3.	Task 3.3 – Safety Risk Management Training				
	Task 3.3 – Safety Risk Management Training	2	20	24	6
	Quality Control	2			
	Subtotal - Task 3.3 – Safety Risk Management Training	4	20	24	6
4.	Task 3.4 – SMS Quick Reference Guide				
	Task 3.4 – SMS Quick Reference Guide	2	12	12	56
	Quality Control	2			
	Subtotal - Task 3.4 – SMS Quick Reference Guide	4	12	12	56

Hours	16	64	72	124
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SUBTOTAL - SALARIES:	\$52,512.00
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DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$300.00
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Travel Costs	\$3,000.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$3,300.00
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SUBTOTAL:	\$55,812.00
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SUBCONSULTANTS FEE:	\$0.00
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TOTAL FEE:	\$55,812.00
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City of Midland
Office Memorandum

DATE: 02/02/2024

TO: The Honorable Mayor and City Council Members

FROM: Marcia Bentley-German, City Governance Officer/City Secretary

SUBJECT: RESOLUTION CALLING A SPECIAL ELECTION ON MAY 4TH 2024 TO FILL THE UNEXPIRED COUNCIL MEMBER AT-LARGE TERM.

The proposed resolution calls for a special election to be held on May 4th 2024 to fill the vacancy created by Dan Corrales sudden passing.

The cost of the election is handled through the master inter-local agreement with Midland county and is expected to cost between \$20,000 and \$50,000.

RESOLUTION NO. _____

**RESOLUTION CALLING A SPECIAL ELECTION FOR
THE OFFICE OF CITY COUNCIL MEMBER AT-
LARGE; PROVIDING FOR USE OF ACCESSIBLE
VOTING SYSTEMS; ESTABLISHING ELECTION
PRECINCTS FOR SAID ELECTION; AND
ESTABLISHING VOTE CENTERS FOR SAID
ELECTION**

WHEREAS, the laws of the State of Texas provide that an election must be held to fill a vacancy on a City Council; and

WHEREAS, it is necessary for the City Council to order that a special election be held for such purpose;

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

SECTION ONE. That a special election be, and is, hereby ordered to be held on Saturday, May 4, 2024, during the hours of 7:00 a.m. to 7:00 p.m. for the office of City Council member At-Large.

SECTION TWO. That the City hereby adopts for use in early and election day voting the ExpressVote Electronic Voting System, as approved by the Secretary of State. Optical scan ballots shall be used for early voting by mail; provisional ballots and the electronic voting system referenced herein shall be used for early voting by personal appearance in each vote center in the City on election day.

SECTION THREE. That in accordance with the provisions of Texas Election Code § 42.061, the special election precincts are hereby designated as follows:

City Election Precinct No. 1, containing County Voting Precinct No. 211;

City Election Precinct No. 2, containing County Voting Precinct Nos. 308 and 310;

City Election Precinct No. 3, containing County Voting Precinct No. 306;

City Election Precinct No. 4, containing County Voting Precinct No. 305;

City Election Precinct No. 5, containing County Voting Precinct No. 304;

City Election Precinct No. 6, containing County Voting Precinct No. 309;

City Election Precinct No. 7, containing County Voting Precinct No. 307;

City Election Precinct No. 8, containing County Voting Precinct No. 205;

City Election Precinct No. 9, containing County Voting Precinct Nos. 307A and 309A;

City Election Precinct No. 10, containing County Voting Precinct Nos. 104, 109, 109A, and 303;

City Election Precinct No. 11, containing County Voting Precinct No. 208;

City Election Precinct No. 12, containing County Voting Precinct No. 105;

City Election Precinct No. 13, containing County Voting Precinct No. 106;

City Election Precinct No. 14, containing County Voting Precinct No. 102;

City Election Precinct No. 15, containing County Voting Precinct No. 103;

City Election Precinct No. 16, containing County Voting Precinct No. 405;

City Election Precinct No. 17, containing County Voting Precinct Nos. 107 and 110;

City Election Precinct No. 18, containing County Voting Precinct No. 407;

City Election Precinct No. 19, containing County Voting Precinct No. 404;

City Election Precinct No. 20, containing County Voting Precinct No. 403;

City Election Precinct No. 21, containing County Voting Precinct No. 206;

City Election Precinct No. 22, containing County Voting Precinct No. 207;

City Election Precinct No. 23, containing County Voting Precinct No. 210;

City Election Precinct No. 24, containing County Voting Precinct No. 204;

City Election Precinct No. 25, containing County Voting Precinct Nos. 408 and 409;

City Election Precinct No. 26, containing County Voting Precinct No. 411;

City Election Precinct No. 27, containing County Voting Precinct No. 402;

City Election Precinct No. 28, containing Martin County Voting Precinct No. 1 described below:

Beginning at a point in the west R.O.W. line of State Highway 349, said point lying 72 feet west of the east section line of Section 11, Block 39, T-1-S, T&P Ry. Co. Survey, more or less;

Thence northwesterly approximately 5,097 feet along the west R.O.W. line of State Highway 349 to a point for a corner, said point lying in the west R.O.W. of State Highway 349 and on the Martin County-Midland County line;

Thence east along the Martin-Midland County Line approximately 17,250 feet to a point for a corner, said point being 660 feet east of the west section line and 491 feet north of the south section line of Section 9, Block 38, T-1-S, T&P Ry. Co. Survey;

Thence southeasterly approximately 1,151 feet along a line lying 660 feet east of and parallel to the west section lines of Sections 9 and 16, Block 38, T-1-S, T&P Ry. Co. Survey, to a point for a corner; said point being 660 feet east of the west line and 660 feet south of the north line of Section 16, Block 38, T-1-S, T&P Ry. Co. Survey;

Thence southwesterly approximately 5,280 feet along a line lying 660 feet south of and parallel to the north line of Sections 16 and 17, Block 38, T-1-S, T&P Ry. Co. Survey; to a point for a corner; said point being 660 feet east of the west line and 660 feet south of the north line of said Section 17, Block 38, T-1-S, T&P Ry. Co. Survey;

Thence northwesterly 1,320 feet along a line lying 660 feet more or less east of and parallel to the western line of Sections 17 and 8, Block 38, T-1-S, T&P Ry. Co. Survey, to a point for a corner; said point being 660 feet east of the west line and 660 feet north of the south line of Section 8, Block 38, T-1-S, T&P Ry. Co. Survey;

Thence westerly approximately 11,292 feet along a line lying 660 feet, more or less, north of and parallel to the northern line of Section 18, Block 38, T-1-S, T&P Ry. Co. Survey and Sections 11 and 12, Block "X", H. P. Hilliard Survey to the point of beginning:

And a tract of land lying in Martin County described as follows:

Beginning at a point on the City limits line of the City of Midland, said point lying at the intersection of the west R.O.W. line of State Highway 349 and the Midland-Martin County line and located approximately 73 feet west of the east section line and 183 feet south of the north section line of Section 11, Block 39, T-1-S, T&P Ry. Co. Survey;

Thence northwesterly along the west R.O.W. line of State Highway 349 approximately 11,403 feet to a point for a corner, said point being 660 feet north of the south section line and 170.5 feet west of the east section line of Section 26, Block 39, T-1-N, T&P Ry. Co. Survey, said point lying on the west R.O.W. line of State Highway 349;

Thence northeasterly 660 feet north of and parallel to the south section lines of Sections 26 and 25, Block 39, T-1-N, T&P Ry. Co. Survey and Sections 32, 31 and 30, Block 38, T-1-N, T&P Ry. Co. Survey to a point for a corner; said point being 660 feet north of the south line and 660 feet east of the west line of said Section 30, Block 38, T-1-N, T&P Ry. Co. Survey;

Thence southeasterly a distance of approximately 15,909 feet along a line lying 660 feet east of and parallel to the west section lines of Sections 30 and 35, Block 38, T-1-N, T&P Ry. Co. Survey, and Sections 4 and 9, Block 38, T-1-S, T&P Ry. Co. Survey, to a point for a corner; said point being 660 feet east of the west line of said Section 9, and lying on the Midland-Martin County line:

Thence west along the Midland-Martin County line a distance of approximately 17,250 feet to the point of beginning;

City Election Precinct No. 29, containing County Voting Precinct No. 410 and a portion of County Voting Precinct No. 401.

SECTION FOUR. That in accordance with the provisions of Texas Election Code § 43.004, the municipal vote centers for the special election, which are listed on Exhibit A attached hereto and incorporated herein for all purposes, are hereby designated by the City Council.

SECTION FIVE. That the method of voting shall be by paper ballots that are counted by a centralized optical scanner or by use of the electronic voting system, as set out herein. Voting shall be conducted between the hours of 7:00 a.m. and 7:00 p.m. on the date of such election; and said election shall be held in accordance with the constitutional laws of the State of Texas and all qualified electors of the City of Midland, Texas, shall be entitled to vote.

SECTION SIX. That early voting shall be conducted at the Midland County Election Administrator's office, in the County Annex, 2110 North A Street, in accordance with the provisions of Texas Election Code § 85.002. Early voting shall be by the electronic voting system referenced herein and shall be conducted during the regular office hours of 8:00 a.m. to 5:00 p.m. on April 22 through April 26, 2024; and from 7:00 a.m. to 7:00 p.m. on April 29 and April 30, 2024. Application for ballots by mail shall be addressed to Early Voting Clerk, P. O. Box 3434, Midland, TX, 79702.

SECTION SEVEN. A candidate's application for a place on the ballot must be filed not later than 5:00 p.m. of the 62nd day before election day.

SECTION EIGHT. An application by a candidate for a place on the ballot may not be filed before the election is ordered.

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., 2024, by the following vote:

Council members voting "AYE":

Council members voting “NAY”:

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT AND
COMPLETENESS:

Marcia Bentley-German, City Secretary

APPROVED AS TO FORM ONLY:

John Ohnemiller, City Attorney

ELECTION DAY VOTE CENTERS
CENTROS PARA VOTAR EL DÍA DE LAS ELECCIONES

MAY 4, 2024 SPECIAL ELECTION
ELECCIÓN ESPECIAL DÍA 4 DE MAYO 2024

NAME <i>NOMBRE</i>	ADDRESS <i>DIRECCIÓN</i>	EZ Rider
1. ANNEX COURTROOM	2110 NORTH A	YES
2. BEAL PARK RANCH HOUSE	5200 W. WALL ST	
3. CENTENNIAL LIBRARY	2503 W. LOOP 250 N	YES
4. COGDELL LEARNING CENTER	201 W. FLORIDA	YES
5. DOWNTOWN LIBRARY AT THE PLAZA	301 W. MISSOURI AVE	YES
6. GOLF COURSE CHURCH OF CHRIST	3500 W. GOLF COURSE	YES
7. GREATER IDEAL LIFE CENTER	301 S. TYLER ST	
8. HORSESHOE ARENA	2514 ARENA TRAIL	
9. MANOR PARK	5212 SINCLAIR	YES
10. MLK CENTER	2300 BUTTERNUT	YES
11. PRESENCE CHURCH	901 MIDLAND DR	YES
1. MARTIN COUNTY ELECTIONS ADMINISTRATION OFFICE	110 W SCHOOL, STANTON, TX	

Election Day Voting Hours: 7:00 AM – 7:00 PM

Horas el día de las elecciones son: 7:00 AM – 7:00 PM

EXHIBIT A



City Council Meeting

Item Number: 18
Meeting Date: February 13, 2024
To: City Council / City Manager
From: Michele Hagemann, Accountant
Subject: Motion accepting grant funds in the amount of \$180,140.00 awarded by the US Department of Energy's Energy Efficiency and Conservation Block Grant Program; said grant funds to be used for the Minor Energy Efficient Retrofits Program (MEERP); authorizing the execution of all documents necessary to accept said grant funds; and appropriating the sum amount of \$180,140.00 to a grant project (DISTRICT: ALL) (DEVELOPMENT SERVICES)

Purpose:

If approved, \$180,140.00 will be used for the City of Midland's Minor Energy Efficient Retrofits Program (MEERP) program. MEERP will be managed and completed by Community Development in alignment with HUD income and qualification requirements. Funds will be used for minor energy efficient retrofits for members of the community to help reduce the energy burden and assist in creating safe homes resilient to extreme weather events. Assisting to remove outdated non-efficient appliances helps Midland become a leader in energy conservation and reach out new goal of 50% electric energy reduction by 2050. Minor energy efficient retrofits include; appliances (i.e.: furnace, washers/dryers, water heaters, refrigerators, dishwashers) and the replacement of wall heaters and/or central heating/AC units.

Recommended City Council Action:

Approve

Fiscal Impact:

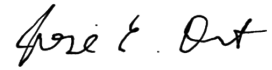
\$180,140.00 will be appropriated and transferred to a grant project.

Strategic Priority:

Quality of Life and Place

Discussion:

This program will increase quality of life for communities that have been underserved without access to equitable resources. Life-saving factors must also be focused on as HVAC, cooling and heating retrofits can protect our citizens from increases in extreme temperatures during the summer and winter.



City Manager's Office



City Council Meeting

Item Number: 19
Meeting Date: February 13, 2024
To: City Council / City Manager
From: Ron Jenkins, Oil and Gas Coordinator
Subject: RESOLUTION GRANTING A VARIANCE FOR AN OIL AND GAS WELL TO BE LOCATED CLOSER THAN 500 FEET OF AN OCCUPIED RESIDENCE OR COMMERCIAL STRUCTURE; APPROVING THE ISSUANCE OF A PERMIT TO PERMIAN DEEP ROCK OIL CO., LLC ("OPERATOR") TO DRILL SAID OIL AND GAS WELL LOCATED IN SECTION 3, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED 2,538 FEET EAST OF SOUTH GARFIELD STREET AND 319 FEET NORTH OF WEST COUNTY ROAD 111); AND WAIVING THE REQUIREMENT OF A ROAD REPAIR AGREEMENT (DISTRICT 2) (DEVELOPMENT SERVICES)

Purpose:

Resolution approving the issuance of permit to Permian Deep Rock Oil Co., LLC ("Operator") for the drilling of the following oil and gas well: Charger #H130SS; said well being generally located 2,538 feet east of South Garfield Street and 319 feet north of West County Road 111. The required 30-day public comment has passed, and the Council may consider this request. No notices of objection received.

Recommended City Council Action:

Approve

Fiscal Impact:

There is no cost to the City to process this application.

Strategic Priority:

Set the Standard for a Safe and Secure City

Discussion:

The Oil and Gas Advisory Committee has reviewed the well site in detail and recommends approval. A 16 ft. sound wall will be used during drilling and completion operations being located on the north side of location. There have been permitted applications at this well pad requesting the same variances. The operator has a surface agreement with the surface owner. Receiving support of the Oil & Gas Advisory Committee, Permian Deep Rock Oil is requesting the following variances:

- (1) Permian Deep Rock Oil Company requests variance to residence or commercial structure within 488 ft.
- (2) Permian Deep Rock Oil Company requests to allow for twenty-four-hour fracing operations.
- (3) Permian Deep Rock Oil Company requests variance for fencing of the drill pad instead of each individual well.
- (4) Permian Deep Rock Oil Company requests a variance to the requirement of landscaping and irrigation due to no city water is available.
- (5) Permian Deep Rock Oil Company requests variance to the Road Repair Agreement due to no city streets will be used.

Attachments: Application; Location map; Exhibit - Drill site map, Exhibit – Flow Line Location.



City Manager's Office

RESOLUTION NO. _____

RESOLUTION GRANTING A VARIANCE FOR AN OIL AND GAS WELL TO BE LOCATED CLOSER THAN 500 FEET OF AN OCCUPIED RESIDENCE OR COMMERCIAL STRUCTURE; APPROVING THE ISSUANCE OF A PERMIT TO PERMIAN DEEP ROCK OIL CO., LLC (“OPERATOR”) TO DRILL SAID OIL AND GAS WELL LOCATED IN SECTION 3, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED 2,538 FEET EAST OF SOUTH GARFIELD STREET AND 319 FEET NORTH OF WEST COUNTY ROAD 111); AND WAIVING THE REQUIREMENT OF A 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 an application to the City of Midland to drill an oil and gas well on the property described in Section Two hereof; and

WHEREAS, pursuant to Section 6-1-23(H)(2)(a) of the City Code of Midland, Texas, Operator has requested a variance in order to allow said oil and gas well to be closer than 500 feet of an occupied residence or commercial structure; 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 January 9, 2024; 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 application to drill an oil and gas well 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 a permit to Operator to drill an oil and gas well on the property described in Section Two hereof; and

WHEREAS, the City Council finds and determines that granting a permit to Operator to drill an oil and gas well on the property described in Section Two hereof will not present a health or safety risk; and

WHEREAS, the City Council finds it to be in the public interest to approve the issuance of a permit to Operator to drill an oil and gas well 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, and a variance is hereby granted for an oil and gas well to be located on the property described in Section Two hereof by allowing said oil and gas well to be closer than 500 feet of an occupied residence or commercial structure subject to the conditions of the permit authorized in Section Two.

SECTION TWO. That the Mayor is hereby authorized and directed to execute a

permit, on behalf of the City of Midland, that will allow Operator to drill the following oil and gas well:

Charger #H130SS;

located in Section 3, Block 39, T-2-S, T&P RR Co. Survey, City and County of Midland, Texas. Said permit is attached hereto as Exhibit “A” and incorporated herein for all legal purposes.

SECTION THREE. That the requirement of a Road Repair Agreement between Operator and the City of Midland is hereby waived in regard to said permit.

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., 2024, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Elizabeth Triggs, Planning and Development Officer

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 February 13, 2024, considered the application of Permian Deep Rock Oil Co., LLC ("Operator") dated November 1, 2023, 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 Charger #H130SS oil and gas well shall be 107 feet from the south line and 2,475 feet from the west line, Section 3, Block 39, T-2-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 February 13, 2024, through February 13, 2025, 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. The well shall be no closer than 488 feet of an occupied residence or commercial structure.
2. Twenty-four hour hydraulic fracturing operations are permitted.
3. 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 shall, at a minimum, meet the requirements of Ordinance No. 8769.
4. No landscaping or irrigation is required because City water is not available.
5. No road repair agreement is required because no City streets will be used to access the well site.

Sound walls shall be used during drilling and completion operations as noted in the application.

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 February 2024.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____ day of February 2024.

Permian Deep Rock Oil Co., LLC

By: _____

Kyle M. Hammond

General Manager

OIL AND GAS WELL PERMIT

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GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of February 2024.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____ day of February 2024.

Permian Deep Rock Oil Co., LLC

By: _____

Kyle M. Hammond

General Manager



APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information		
Date 11/01/2023	Operator Name (must match W-1) Permian Deep Rock Oil Co., LLC	Operator Address P.O. Box 11405 Midland, TX 79702
Representative Name Kyle M Hammond	Representative Address (within Midland City Limits) 500 W. Wall St. Ste 300 Midland, TX 79701	Rep. Tele. 432-682-6685 Rep. Fax 432-684-4519
Fee: \$4,000.00 Rec'd Yes ☒ No ☐	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4
Permit Compliance Contact (Choose 1): Option A: 24/7 Answering Services - No. 1 (Tele.): _____ No. 2 (Tele.): _____ Option B: Company Compliance Representative (Name, Address, Local Telephone) (ATTACH STATEMENT AS EXHIBIT A): See Exhibit "A" Emergency Contact Representative (Name, Address, 24-Hour Tele. No.): See Exhibit "A" Other Permitted Wells in City (ATTACH EXHIBIT B [see § J(26)]): See Exhibit "B"		
II. Mineral Ownership		
Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):		
1.		
2.		
3.		
ATTACHED AS EXHIBIT C is List of subdivisions within Charger Unit		
See Exhibit "C"		
III. Surface Ownership & Use		
General Description of Current Surface Use (within 860 feet of proposed surface location): Surface use: Undeveloped Rangeland, service company yards and apartment complex Surface ownership: Two residences, apartment complex and service company yards: See Exhibit "D" ATTACHED AS EXHIBIT D is _____, _____ Current Tax Roll from Midland Central Appraisal District), which lists the names and address(es) of all surface owners within 860 feet of the surface well location. [See § J(1) February 13, 2024]		

PACKET

19015

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: Charger #H130SS

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site: SHL: 107' FSL & 2475' FWL, Section 3
Block 39, T-2-S, T&PRR Co. Survey, Midland County, Texas

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: No city roads will be used

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

Description of water source to be used during Drilling: Water is to be piped in from our water wells, drill additional water wells or truck fresh water in. All brine water will be trucked in.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

See Exhibit "N"

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: Trench and encapsulate per TXRRC Rule 27(c)(10)(v)

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 : Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by applicant are current. (See § J(29))

ATTACHED AS EXHIBIT R is the required Insurance Certificate. [See § J(19) and § K(3)].

ATTACHED AS EXHIBIT S (if applicable) is the Drainage Plan 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: Applicants variances

Permian Deep Rock Oil Compnay
[NAME OF COMPANY]

By 
Its General Manager

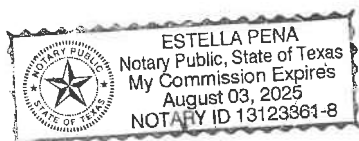
State of Texas)

County of Midland)

Kyle Hammond, 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

[S E A L]



SCALE: 1" = 300'

LEGEND

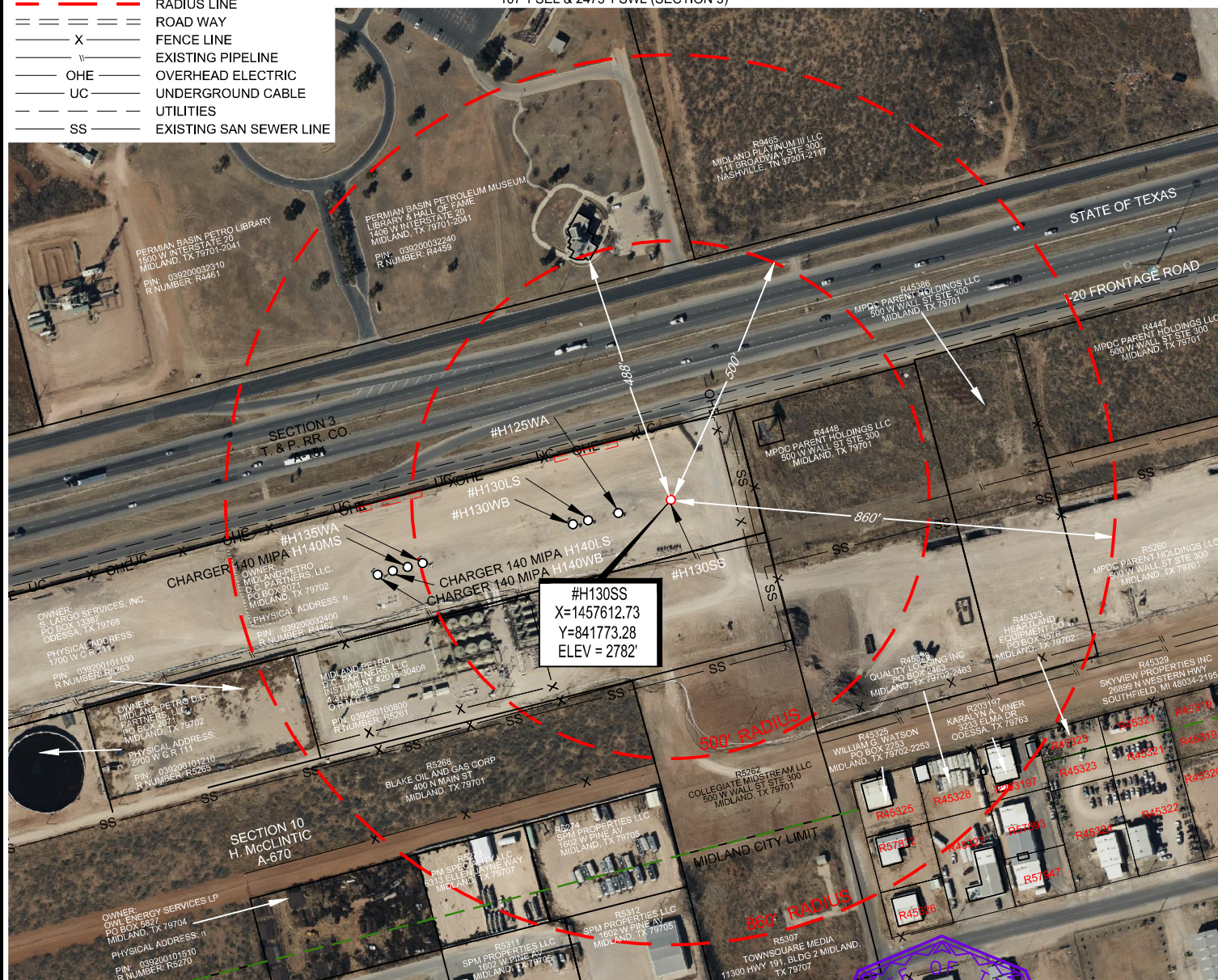
— SURVEY/SECTION LINE
— RADIUS LINE
== ROAD WAY
X FENCE LINE
— EXISTING PIPELINE
— OHE OVERHEAD ELECTRIC
— UC UNDERGROUND CABLE
— UTILITIES
— SS EXISTING SAN SEWER LINE

SECTION 3, T. & P. RR. CO. SURVEY, A-181 CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

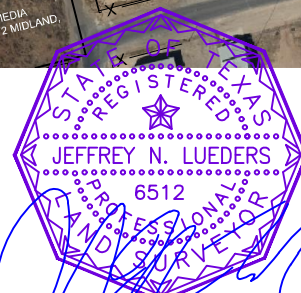
SHOWING STRUCTURES WITHIN 500' RADIUS
AND PROPERTY OWNERS WITHIN 860' RADIUS
FOR PROPOSED **CHARGER #H130SS**
107' FSEL & 2475' FSWL (SECTION 3)



PERMIAN DEEP ROCK
OIL CO., L.L.C.



TOPOGRAPHIC
LOYALTY INNOVATION LEGACY
481 WINSOFT ROAD, Ste. 200 • BENBROOK, TEXAS 76126
TELEPHONE: (817) 744-7512 • FAX (817) 744-7554
TEXAS FIRM REGISTRATION NO. 10042504
WWW.TOPOGRAPHIC.COM



Jeffrey N. Lueders, R.P.L.S. No. 6512
SURVEYED ON THE GROUND: SEPTEMBER 25, 2023

CHARGER #H130SS	REVISION:	
	INT	DATE
	DRH	10/17/2023
DATE: 10/12/2023	DRH	10/31/2023
FILE:CD_CHARGER_A_H130SS_REV2		
DRAWN BY: PACKET		
SHEET: 1 OF 2		

NOTES:

1. ORIGINAL DOCUMENT SIZE: 8.5" X 11"
2. ALL BEARINGS, DISTANCES, AND COORDINATE VALUES CONTAINED HEREIN ARE GRID BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, U.S. SURVEY FEET, NORTH AMERICAN DATUM 1927.
3. THIS PROPOSED LOCATION HAS BEEN CAREFULLY SURVEYED ON THE GROUND UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE ACCORDING TO THE EVIDENCE, OFFICIAL SURVEY RECORDS, MAPS, AND OTHER DATA PROVIDED PERMIAN DEEP ROCK OIL CO., L.L.C. THIS PLAT WAS CREATED FOR THE SOLE PURPOSE OF FILING A PERMIT WITH THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS AND SHOULD NOT BE CONSTRUED AS A "BOUNDARY SURVEY" IN COMPLIANCE WITH T.B.P.L.S. MINIMUM STANDARDS OF PROCEDURES FOR BOUNDARY SURVEYS. THIS CERTIFICATION IS MADE AND LIMITED TO THOSE PERSONS OR ENTITIES SHOWN ON THE FACE OF THIS PLAT AND IS NON-TRANSFERABLE.
4. OWNERSHIP INFORMATION SHOWN HEREON WAS TAKEN FROM THE CITY OF MIDLAND, TEXAS GIS SITE.
5. DISTANCES SHOWN HEREON TO EXISTING STRUCTURES ARE SCALED PER AERIAL MAP.

19.20

February 13, 2024

SECTION 3, BLOCK 39, T2S, T. & P. RR. CO. SURVEY, A-181 &
SECTION 10, BLOCK 39, T2S, H. MCCLINTIC SURVEY, A-670
MIDLAND COUNTY, TEXAS



PERMIAN DEEP ROCK
OIL CO., L.L.C.



SCALE: 1" = 400'

0' 200' 400'

LEGEND

- | | |
|-----|----------------------|
| --- | CITY LIMIT LINE |
| --- | SURVEY LINE |
| --- | TRACT BORDER |
| == | ROAD-WAY |
| X | FENCE LINE |
| --- | EXISTING PIPELINE |
| OH | OVERHEAD ELECTRIC |
| UC | UNDERGROUND ELECTRIC |
| SS | SEWER LINE |
| --- | PROPOSED PIPELINE |
| OH | PROPOSED POWERLINE |
| * | GAS/OIL WELL |

T. & P. RR. CO
A-181

TEXAS HIGHWAY DEP
VOLUME 188, PAGE 34
19.480 ACRES
D.H.M.C.T

MIDLAND-PETRO D.C.
PARTNERS, LLC
DOC# 2016-31158
CALLED 14.487 ACRES
O.R.M.C.T.

LAND-PETRO D.C. PARTNERS, LLO
INSTRUMENT #2017-30356
4.319 ACRES
ORM CT

S. LARGO CARGO SERVICES, INC.
VOLUME 2016, PAGE 8743
D.C. 2.00 ACRES
C D.R.M.C.T.

— MIDLAND CITY LIMIT

T. & P. RR. CO
A-670



481 WINSOTT ROAD, Ste. 200 • BENBROOK, TEXAS 76126
TELEPHONE: (817) 744-7512 • FAX (817) 744-7554
TEXAS FIRM REGISTRATION NO. 10042504
WWW.TOPOGRAPHIC.COM

CHARGER UNIT CITY PERMIT	REVISION:	
	JRH	11/07/19
	DRH	08/12/20
	DRH	08/26/20
DATE: 07/05/2017	DRH	04/12/21
FILE:SK_CHARGER_UNIT_C1_PERMIT_REV26	DRH	04/28/21
DRAWN BY: CAR	DRH	10/19/23
SHEET : 3 OF 12	DRH	10/31/23

NOTES:

1. ORIGINAL DOCUMENT SIZE: 11" X 8.5"
2. ALL BEARINGS, DISTANCES, AND COORDINATE VALUES CONTAINED HEREIN ARE GRID BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, U.S. SURVEY FEET, NORTH AMERICAN DATUM 1927.
3. CERTIFICATION IS MADE ONLY FOR PROPOSED UTILITIES AND SITES, IN RELATION TO THE EVIDENCE FOUND DURING A FIELD SURVEY, MADE ON THE GROUND, UNDER MY SUPERVISION, AND USING DOCUMENTATION PROVIDED BY PERMIAN DEEP ROCK OIL CO., L.L.C. ONLY UTILITIES/EASEMENTS THAT WERE VISIBLE ON THE DATE OF THIS SURVEY, WITHIN/ADJOINING THIS EASEMENT, HAVE BEEN LOCATED AS SHOWN HEREON OF WHICH I HAVE KNOWLEDGE. THIS CERTIFICATION IS LIMITED TO THOSE PERSONS OR ENTITIES SHOWN ON THE FACE OF THIS PLAT AND IS NON-TRANSFERABLE, AND MADE FOR THIS TRANSACTION ONLY.
4. ALL PROPOSED INFRASTRUCTURE SHOWN HEREON IS SOLELY FOR THE PURPOSE OF APPLYING FOR A PERMIT WITH THE CITY OF MIDLAND, TEXAS. THIS IS EXHIBIT IS NOT TO BE CONSTRUED AS A "BOUNDARY SURVEY" IN COMPLIANCE WITH THE T.B.P.L.S. MINIMUM STANDARDS OF PROCEDURES FOR BOUNDARY SURVEYS. THESE ARE FOR PLANNING PURPOSES ONLY.
5. ADJOINER INFORMATION SHOWN FOR INFORMATIONAL PURPOSES ONLY.
6. D.R.M.C.T. = DEED RECORDS MIDLAND COUNTY, TEXAS
7. C.C.O.R.M.C.T. = C. C. OFFICIAL RECORDS MIDLAND COUNTY, TEXAS



JEFFREY H. HARRIS, P.P. 6512
SURVEYED ON THE GROUND: APRIL 12, 2021



City Council Meeting

Item Number: 20
Meeting Date: February 13, 2024
To: City Council / City Manager
From: Ron Jenkins, Oil and Gas Coordinator
Subject: RESOLUTION GRANTING VARIANCES FOR TWO OIL AND GAS WELLS TO BE LOCATED CLOSER THAN 500 FEET OF AN OCCUPIED RESIDENCE OR COMMERCIAL STRUCTURE; APPROVING THE ISSUANCE OF PERMITS TO PERMIAN DEEP ROCK OIL CO., LLC ("OPERATOR") TO DRILL SAID OIL AND GAS WELLS LOCATED IN SECTION 10, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 1,101 FEET AND 1,131 FEET WEST OF RANKIN HIGHWAY AND 560 FEET SOUTH OF WEST INTERSTATE 20); AND WAIVING THE REQUIREMENT OF A ROAD REPAIR AGREEMENT (DISTRICT 2) (DEVELOPMENT SERVICES)

Purpose:

Resolution approving the issuance of permits to Permian Deep Rock Oil Co., LLC ("Operator") for the drilling of the following oil and gas wells: Mustang 150 MIPA Unit #H150SX and Mustang 160 MIPA Unit #H160MX; said wells being generally located between 1,101 feet and 1,131 feet west of Rankin Highway and 560 feet south of West I-20. The required 30-day public comment has passed, and the Council may consider this request. No notices of objection received.

Recommended City Council Action:

Approve

Fiscal Impact:

There is no cost to the City to process this application.

Strategic Priority:

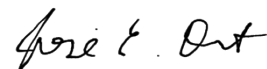
Set the Standard for a Safe and Secure City

Discussion:

The Oil and Gas Advisory Committee has reviewed the well site in detail and recommends approval. A 16 ft. sound wall will be used during drilling and completion operations being located on the south side of location. Tank battery is located inside the City limits. There have been permitted applications at this well pad requesting the same variances. The operator has a surface agreement with the surface owner. Receiving support of the Oil & Gas Advisory Committee, Permian Deep Rock Oil is requesting the following variances:

- (1) Permian Deep Rock Oil Company requests variance to residence or commercial structure:
Mustang 150 MIPA Unit #H150SX of 346 feet.
Mustang 160 MIPA Unit #H160MX of 363 feet
- (2) Permian Deep Rock Oil Company requests to allow for twenty-four-hour fracing operations.
- (3) Permian Deep Rock Oil Company requests variance for fencing of the drill pad instead of each individual well
- (4) Permian Deep Rock Oil Company requests a variance to the requirement of landscaping and irrigation due to no city water is available.
- (5) Permian Deep Rock Oil Company requests variance to the Road Repair Agreement due to no city streets will be used.

Attachments: Applications; Location maps; Exhibit - Drill site map, Exhibit – Flow Line Location.



City Manager's Office

RESOLUTION NO. _____

RESOLUTION GRANTING VARIANCES FOR TWO OIL AND GAS WELLS TO BE LOCATED CLOSER THAN 500 FEET OF AN OCCUPIED RESIDENCE OR COMMERCIAL STRUCTURE; APPROVING THE ISSUANCE OF PERMITS TO PERMIAN DEEP ROCK OIL CO., LLC (“OPERATOR”) TO DRILL SAID OIL AND GAS WELLS LOCATED IN SECTION 10, BLOCK 39, T-2-S, T&P RR CO. SURVEY, CITY OF MIDLAND, MIDLAND COUNTY, TEXAS (GENERALLY LOCATED BETWEEN 1,101 FEET AND 1,131 FEET WEST OF RANKIN HIGHWAY AND 560 FEET SOUTH OF WEST INTERSTATE 20); AND WAIVING THE REQUIREMENT OF A 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, pursuant to Section 6-1-23(H)(2)(a) of the City Code of Midland, Texas, Operator has requested variances in order to allow said oil and gas wells to be closer than 500 feet of an occupied residence or commercial structure; 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 January 9, 2024; 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 and determines that granting permits to Operator to drill oil and gas wells on the property described in Section Two hereof will not present a health or safety risk; 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, and variances are hereby granted for oil and gas wells to be located on the property described in Section Two hereof by allowing said oil and gas wells to be closer than 500 feet of an occupied residence or commercial structure subject to the conditions of the permits authorized in Section Two.

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:

Mustang 150 MIPA Unit #H150SX and Mustang 160 MIPA Unit #H160MX;
located in Section 10, Block 39, T-2-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” and “B” and incorporated herein for all legal purposes.

SECTION THREE. That the requirement of a Road Repair Agreement between Operator and the City of Midland is hereby waived in regard to said permits.

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., 2024, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Elizabeth Triggs, Planning and Development Officer

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 February 13, 2024, considered the application of Permian Deep Rock Oil Co., LLC ("Operator") dated September 1, 2023, 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 Mustang 150 MIPA Unit #H150SX oil and gas well shall be 203 feet from the north line and 1,101 feet from the east line, Section 10, Block 39, T-2-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 February 13, 2024, through February 13, 2025, 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. The well shall be no closer than 346 feet of an occupied residence or commercial structure.
2. Twenty-four hour hydraulic fracturing operations are permitted.
3. 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 shall, at a minimum, meet the requirements of Ordinance No. 8769.
4. No landscaping or irrigation is required because City water is not available.
5. No road repair agreement is required because no City streets will be used to access the well site.

Sound walls shall be used during drilling and completion operations as noted in the application.

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 February 2024.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____ day of February 2024.

Permian Deep Rock Oil Co., LLC

By: _____

Kyle M. Hammond

General Manager

OIL AND GAS WELL PERMIT

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The location of Operator's Mustang 160 MIPA Unit #H160MX oil and gas well shall be 203 feet from the north line and 1,131 feet from the east line, Section 10, Block 39, T-2-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 February 13, 2024, through February 13, 2025, 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. The well shall be no closer than 363 feet of an occupied residence or commercial structure.
2. Twenty-four hour hydraulic fracturing operations are permitted.
3. 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 shall, at a minimum, meet the requirements of Ordinance No. 8769.
4. No landscaping or irrigation is required because City water is not available.
5. No road repair agreement is required because no City streets will be used to access the well site.

Sound walls shall be used during drilling and completion operations as noted in the application.

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 February 2024.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____ day of February 2024.

Permian Deep Rock Oil Co., LLC

By: _____

Kyle M. Hammond

General Manager

OIL AND GAS WELL PERMIT

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The location of Operator’s Mustang 150 MIPA Unit #H150SX oil and gas well shall be 203 feet from the north line and 1,101 feet from the east line, Section 10, Block 39, T-2-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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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.

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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.

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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. The well shall be no closer than 346 feet of an occupied residence or commercial structure.
2. Twenty-four hour hydraulic fracturing operations are permitted.
3. 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 shall, at a minimum, meet the requirements of Ordinance No. 8769.
4. No landscaping or irrigation is required because City water is not available.
5. No road repair agreement is required because no City streets will be used to access the well site.

Sound walls shall be used during drilling and completion operations as noted in the application.

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GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ day of February 2024.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____ day of February 2024.

Permian Deep Rock Oil Co., LLC

By: _____

Kyle M. Hammond

General Manager



APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information		
Date 09/01/2023	Operator Name (must match W-1) Permian Deep Rock Oil Co., LLC	Operator Address P.O. Box 11405 Midland, TX 79702
Representative Name Kyle M. Hammond	Representative Address (within Midland City Limits) 500 W. Wall St. Ste 300 Midland, TX 79701	Rep. Tele. 432-682-6685
Fee: \$4,000.00 Rec'd Yes ☒ No ☐	NOTE: All attachments need to bound and put in a binder before submitting.	Rep. Fax 432-684-4519
Pages 1-4		
Permit Compliance Contact (Choose 1): Option A: 24/7 Answering Services - No. 1 (Tele.): _____ No. 2 (Tele.): _____ Option B: Company Compliance Representative (Name, Address, Local Telephone) (ATTACH STATEMENT AS EXHIBIT A): See Exhibit "A"		
Emergency Contact Representative (Name, Address, 24-Hour Tele. No.): See Exhibit "A"		
Other Permitted Wells in City (ATTACH EXHIBIT B [see § J(26)]): See Exhibit "B"		
II. Mineral Ownership		
Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):		
1.		
2.		
3.		
ATTACHED AS EXHIBIT C is List of subdivisions		
See Exhibit "C"		
III. Surface Ownership & Use		
General Description of Current Surface Use (within 860 feet of proposed surface location): Surface use: Undeveloped Rangeland, hotels, service company yards Surface ownership: Hotels and service company yards: See Exhibit "D"		
ATTACHED AS EXHIBIT D is _____, _____, _____ Current Tax Roll from Midland Central Appraisal District), which lists		
the names and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)]		

PACKET

2019

February 13, 2024

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: Mustang 150 MIPA Unit #H150SX

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site: SHL: 203' FNL & 1101' FEL, Section 10
Block 39, T-2-S, T&PRR Co. Survey, Midland County, Texas

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)].

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ATTACHED AS EXHIBIT L is the Fencing and Irrigation Plan. [See § J(30)].

ATTACHED AS EXHIBIT M: No city roads will be used

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

Description of water source to be used during Drilling: Water is to be piped in from our water wells, drill additional water wells or truck fresh water in. All brine water will be trucked in.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

See Exhibit "N"

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: Trench and encapsulate per TXRRC Rule 27(c)(10)(v)

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 : Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by applicant are current. (See § J(29))

ATTACHED AS EXHIBIT R is the required Insurance Certificate. [See § J(19) and § K(3)].

ATTACHED AS EXHIBIT S (if applicable) is the Drainage Plan 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: Applicants variances

Permian Deep Rock Oil Company
[NAME OF COMPANY]

By [Signature]
Its General Manager

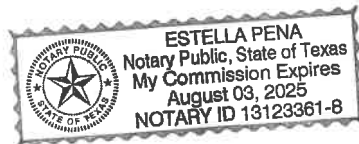
State of TEXAS)

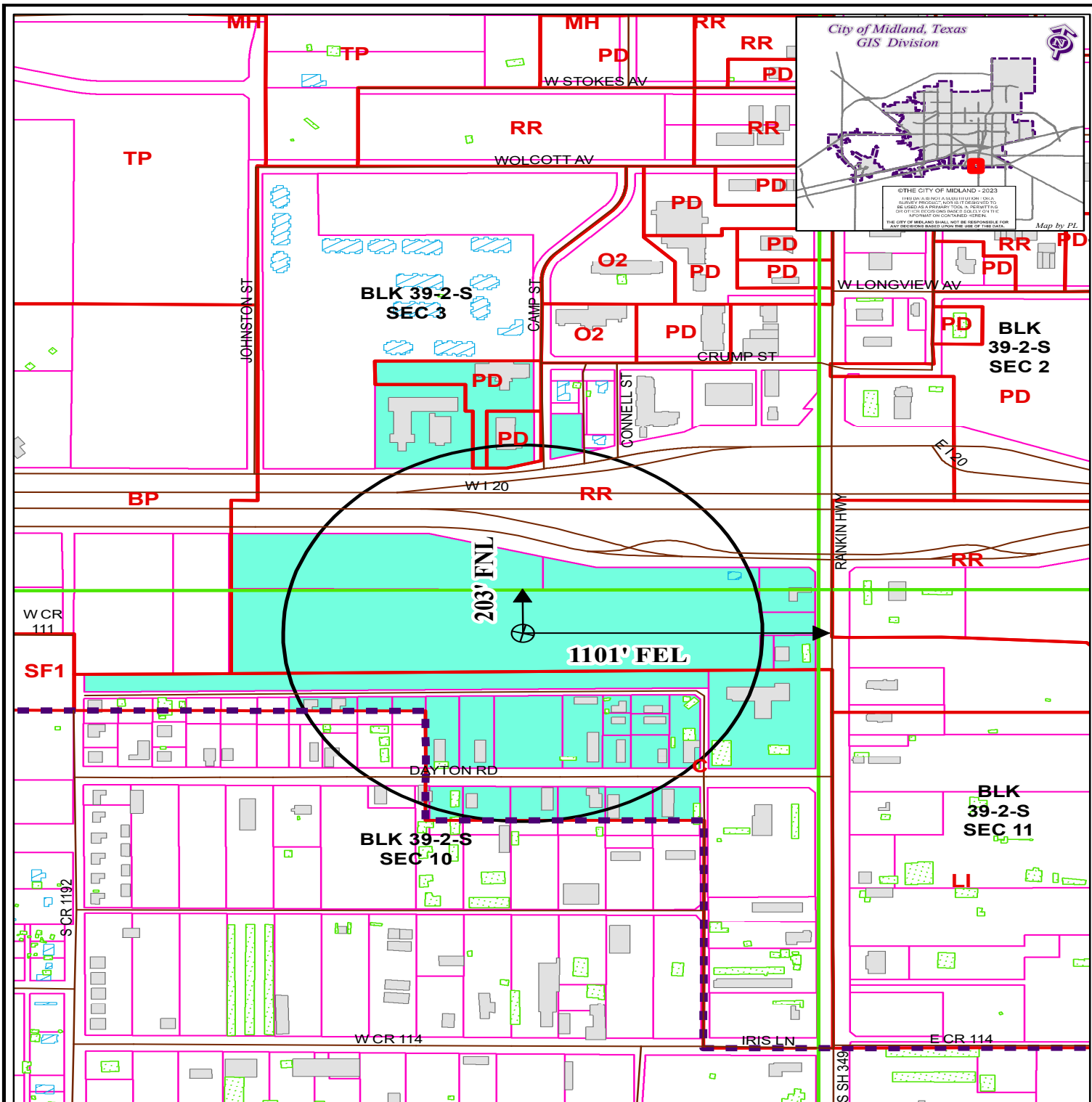
County of Midland)

Kyle Hammond, 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.

Estella Peña
Notary Public, State of Texas

[SEAL]





LOCATION AND ZONING MAP

Oil - 054418 - 2023

Scale: 1" = 500'

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 203' FNL and 1,101' FEL, Section 10, Block 39, T-2-S, T&P RR CO Survey, Midland County, Texas.

Generally located 1,101 feet west of Rankin Highway and 500 feet south of West I-20.

Mustang 150 MIPA Unit #H150SX

LEGEND

	CITY PARCELS		PUBLIC BLDGS		CITY LIMITS
	COUNTY PARCELS		PRIVATE BLDGS		860 FT. BUFFER
	ZONING		ACCESSORY BLDGS		SURVEY SEC.

ZONING DISTRICTS:

FD
PD
AE
2023
MH
TH
2F
MF1, MF2

FUTURE DEVELOPMENT
PLANNED DISTRICT
AGRICULTURE ESTATE
COUNTRY ESTATE
ONE-FAMILY DWELLING
MOBILE HOME DWELLING
TOWNHOUSE DWELLING
TWO-FAMILY DWELLING
MULTIPLE FAMILY DWELLING

BP
P
01, 02
C1, C2, C3
IP, JPI, IP2, IP3
LI
HI

BUSINESS PARK
PARKING
OFFICE
NEIGHBORHOOD SERVICE
RETAIL
COMMERCIAL
INDUSTRIAL PARK
LIGHT INDUSTRY
HEAVY INDUSTRY

2023

February 13, 2024

SCALE: 1" = 300'

0' 150' 300'

LEGEND

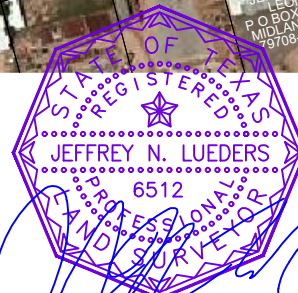
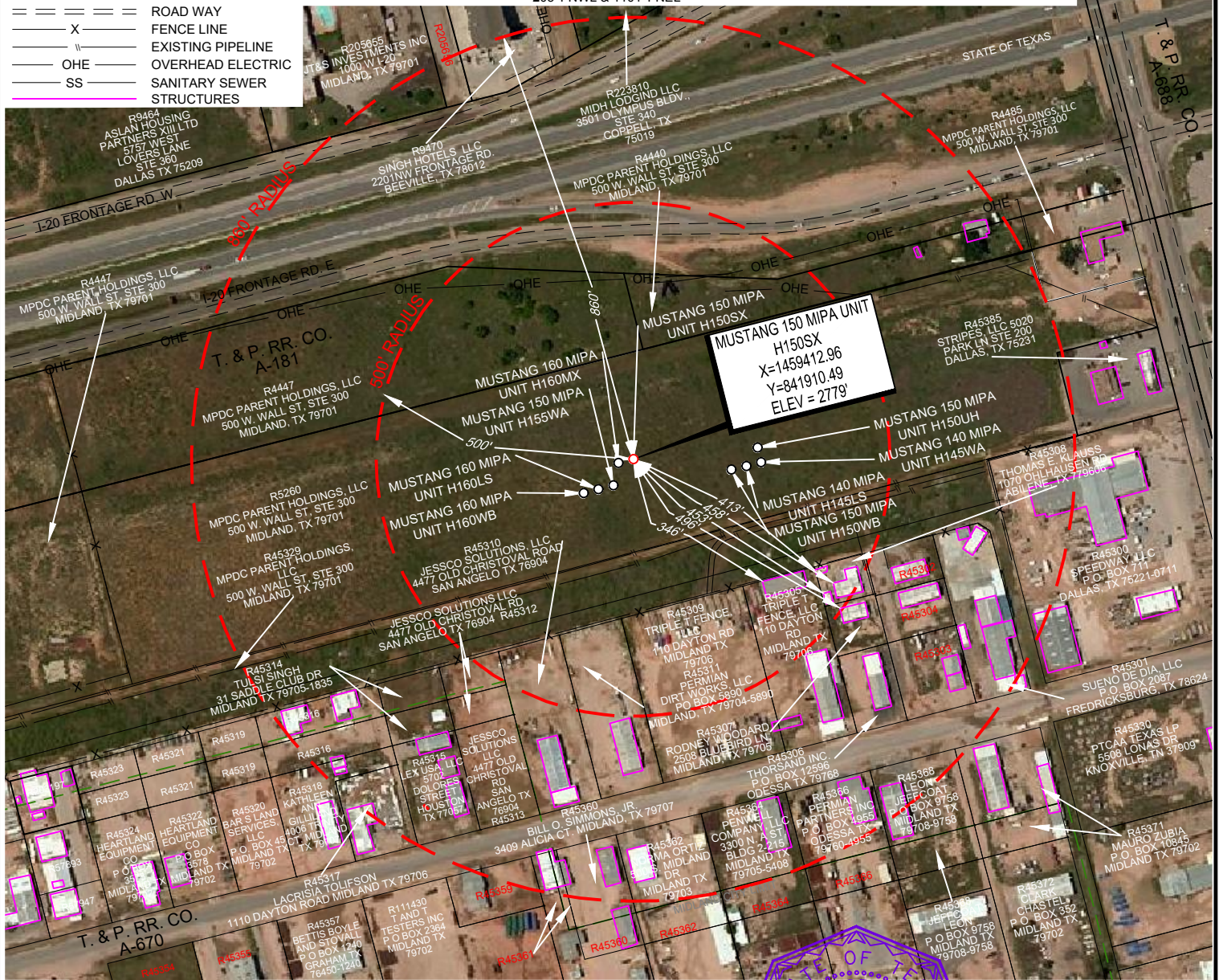
—	SURVEY/SECTION LINE
---	RADIUS LINE
==	ROAD WAY
-X-	FENCE LINE
	EXISTING PIPELINE
—O—	OVERHEAD ELECTRIC
—SS—	SANITARY SEWER
—	STRUCTURES

T. & P. RR. CO. SURVEY, A-670 CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

SHOWING STRUCTURES WITHIN 500' RADIUS
AND PROPERTY OWNERS WITHIN 860' RADIUS
FOR PROPOSED **MUSTANG 150 MIPA UNIT H150SX**
203' FNWL & 1101' FNEL



**PERMIAN DEEP ROCK
OIL CO., L.L.C.**



Jeffery N. Lueders, R.P.L.S. No. 6512
JUNE 29, 2023

TOPOGRAPHIC
LOYALTY INNOVATION LEGACY
481 WINSOTT ROAD, Ste. 200 • BENBROOK, TEXAS 76126
TELEPHONE: (817) 744-7512 • FAX (817) 744-7554
TEXAS FIRM REGISTRATION NO. 10042504
WWW.TOPOGRAPHIC.COM

**MUSTANG 150 MIPA
UNIT H150SX**

REVISION:

D.R.H.	05/17/2022
D.R.H.	05/19/2022
D.R.H.	05/25/2022
D.R.H.	05/26/2022
MAL	07/13/2023
DRH	08/22/2023

NOTES:

1. ORIGINAL DOCUMENT SIZE: 8.5" X 11"
2. ALL BEARINGS, DISTANCES, AND COORDINATE VALUES CONTAINED HEREIN ARE GRID BASED UPON THE TEXAS COORDINATE
3. SYSTEM OF 1927, U.S. SURVEY FEET.
4. THIS PROPOSED LOCATION HAS BEEN CAREFULLY SURVEYED ON THE GROUND UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE ACCORDING TO THE EVIDENCE, OFFICIAL SURVEY RECORDS, MAPS, AND OTHER DATA PROVIDED PERMIAN DEEP ROCK OIL CO., L.L.C. THIS PLAT WAS CREATED FOR THE SOLE PURPOSE OF FILING A PERMIT WITH THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS AND SHOULD NOT BE CONSTRUED AS A "BOUNDARY SURVEY" IN COMPLIANCE WITH T.B.P.L.S. MINIMUM STANDARDS OF PROCEDURES FOR BOUNDARY SURVEYS. THIS CERTIFICATION IS MADE AND LIMITED TO THOSE PERSONS OR ENTITIES SHOWN ON THE FACE OF THIS PLAT AND IS NON-TRANSFERABLE.
5. OWNERSHIP INFORMATION SHOWN HEREON WAS TAKEN FROM THE CITY OF MIDLAND, TEXAS GIS SITE.
6. DISTANCES SHOWN HEREON TO EXISTING STRUCTURES ARE SCALED PER AERIAL MAP.

20.24

February 13, 2024

OIL AND GAS WELL PERMIT

The City Council of the City of Midland, Texas, at its regular meeting on February 13, 2024, considered the application of Permian Deep Rock Oil Co., LLC (“Operator”) dated September 1, 2023, 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 Mustang 160 MIPA Unit #H160MX oil and gas well shall be 203 feet from the north line and 1,131 feet from the east line, Section 10, Block 39, T-2-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 February 13, 2024, through February 13, 2025, 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. The well shall be no closer than 363 feet of an occupied residence or commercial structure.
2. Twenty-four hour hydraulic fracturing operations are permitted.
3. 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 shall, at a minimum, meet the requirements of Ordinance No. 8769.
4. No landscaping or irrigation is required because City water is not available.
5. No road repair agreement is required because no City streets will be used to access the well site.

Sound walls shall be used during drilling and completion operations as noted in the application.

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 February 2024.

CITY OF MIDLAND, TEXAS

BY: _____

Lori Merritt Blong, Mayor

UNDERSTOOD AND AGREE THIS _____ day of February 2024.

Permian Deep Rock Oil Co., LLC

By: _____

Kyle M. Hammond

General Manager



APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information		
Date 09/01/2023	Operator Name (must match W-1) Permian Deep Rock Oil Co., LLC	Operator Address P.O. Box 11405 Midland, TX 79702
Representative Name Kyle M. Hammond	Representative Address (within Midland City Limits) 500 W. Wall St. Ste 300 Midland, TX 79701	Rep. Tele. 432-682-6685
Fee: \$4,000.00 Rec'd Yes ☒ No ☐	NOTE: All attachments need to bound and put in a binder before submitting.	Rep. Fax 432-684-4519
Pages 1-4		
Permit Compliance Contact (Choose 1):		
Option A:		
24/7 Answering Services - No. 1 (Tele.): No. 2 (Tele.):		
Option B:		
Company Compliance Representative (Name, Address, Local Telephone) (ATTACH STATEMENT AS EXHIBIT A): See Exhibit "A"		
Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):		
See Exhibit "A"		
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2.		
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Surface ownership: Hotels and service company yards:		
See Exhibit "D"		
ATTACHED AS EXHIBIT D is		
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the names and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)]		

PACKET

2029

February 13, 2024

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IV. Well & Operations Information

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See Exhibit "G"

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(2) Operations: Oncor

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ATTACHED AS EXHIBIT V: Applicants variances

Permian Deep Rock Oil Company
[NAME OF COMPANY]

By
Its

[Signature]
General Manager

State of TEXAS

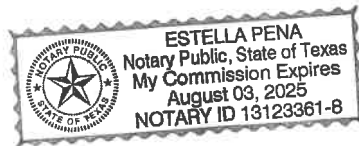
County of Midland

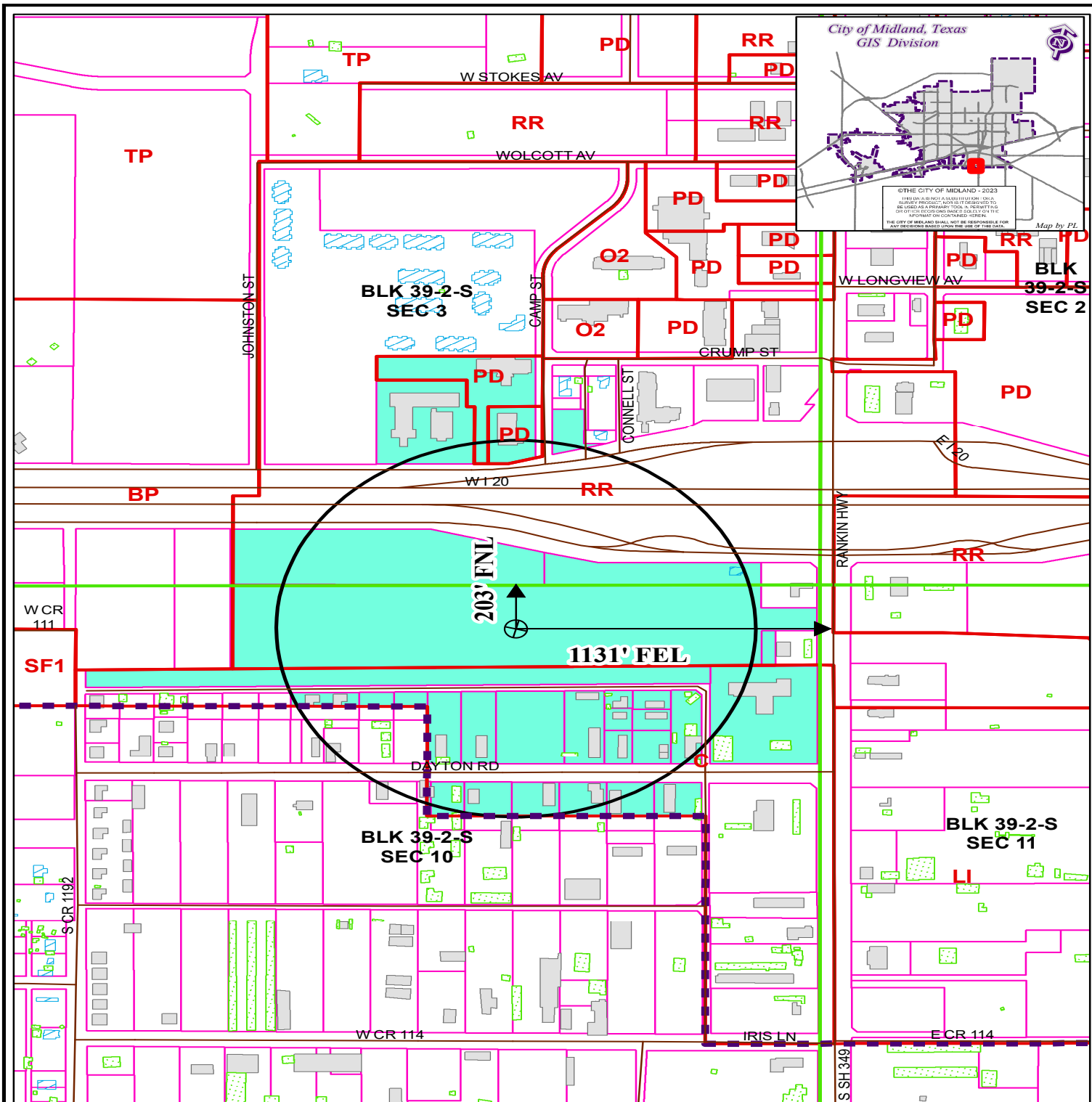
Kyle Hammond

, 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.

Estella Peña
Notary Public, State of Texas

[SEAL]





LOCATION AND ZONING MAP

Oil - 054419 - 2023

Scale: 1" = 500'

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 203' FNL and 1,131' FEL, Section 10, Block 39, T-2-S, T&P RR CO Survey, Midland County, Texas.

Generally located 1,131 feet west of Rankin Highway and 500 feet south of West I-20.

Mustang 160 MIPA Unit #H160MX

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	O1, O2	OFFICE
20.33	COUNTRY ESTATE	CR	COMMUNITY RETAIL
MF1, MF2	ONE-FAMILY DWELLING	C1, C2, C3	COMMERCIAL
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	TOWNHOUSE DWELLING	LI	LIGHT INDUSTRY
	TWO-FAMILY DWELLING	HI	HEAVY INDUSTRY
	MULTIPLE FAMILY DWELLING		

February 13, 2024

SCALE: 1" = 300'

LEGEND

- SURVEY/SECTION LINE
- RADIUS LINE
- ROAD WAY
- FENCE LINE
- EXISTING PIPELINE
- OHE OVERHEAD ELECTRIC
- SS SANITARY SEWER
- STRUCTURES

T. & P. RR. CO. SURVEY, A-670 CITY OF MIDLAND, MIDLAND COUNTY, TEXAS

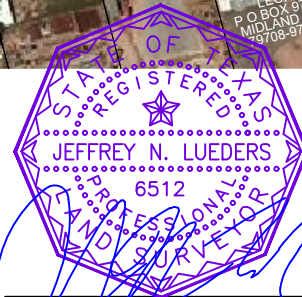
SHOWING STRUCTURES WITHIN 500' RADIUS
AND PROPERTY OWNERS WITHIN 860' RADIUS
FOR PROPOSED **MUSTANG 160 MIPA UNIT H160MX**
203' FNWL & 1131' FNEL



**PERMIAN DEEP ROCK
OIL CO., L.L.C.**



TOPOGRAPHIC
LOYALTY INNOVATION LEGACY
481 WINSOTT ROAD, Ste. 200 • BENBROOK, TEXAS 76126
TELEPHONE: (817) 744-7512 • FAX (817) 744-7554
TEXAS FIRM REGISTRATION NO. 10042504
WWW.TOPOGRAPHIC.COM



Jeffery N. Lueders, R.P.L.S. No. 6512
JUNE 29, 2023

MUSTANG 160 MIPA UNIT H160MX	REVISION:	
	D.R.H.	05/14/2021
DATE: 02/20/2018	D.R.H.	06/04/2021
	D.R.H.	06/15/2021
FILE:CD_MUSTANG_A_160MX_REV5	MAL	07/13/2023
DRAWN BY: RAEKET	DRH	08/22/2023
SHEET: 1 OF 4		

NOTES:

- ORIGINAL DOCUMENT SIZE: 8.5" X 11"
- ALL BEARINGS, DISTANCES, AND COORDINATE VALUES CONTAINED HEREIN ARE GRID BASED UPON THE TEXAS COORDINATE
- SYSTEM OF 1927, U.S. SURVEY FEET.
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- OWNERSHIP INFORMATION SHOWN HEREON WAS TAKEN FROM THE CITY OF MIDLAND, TEXAS GIS SITE.
- DISTANCES SHOWN HEREON TO EXISTING STRUCTURES ARE SCALED PER AERIAL MAP.

20.34

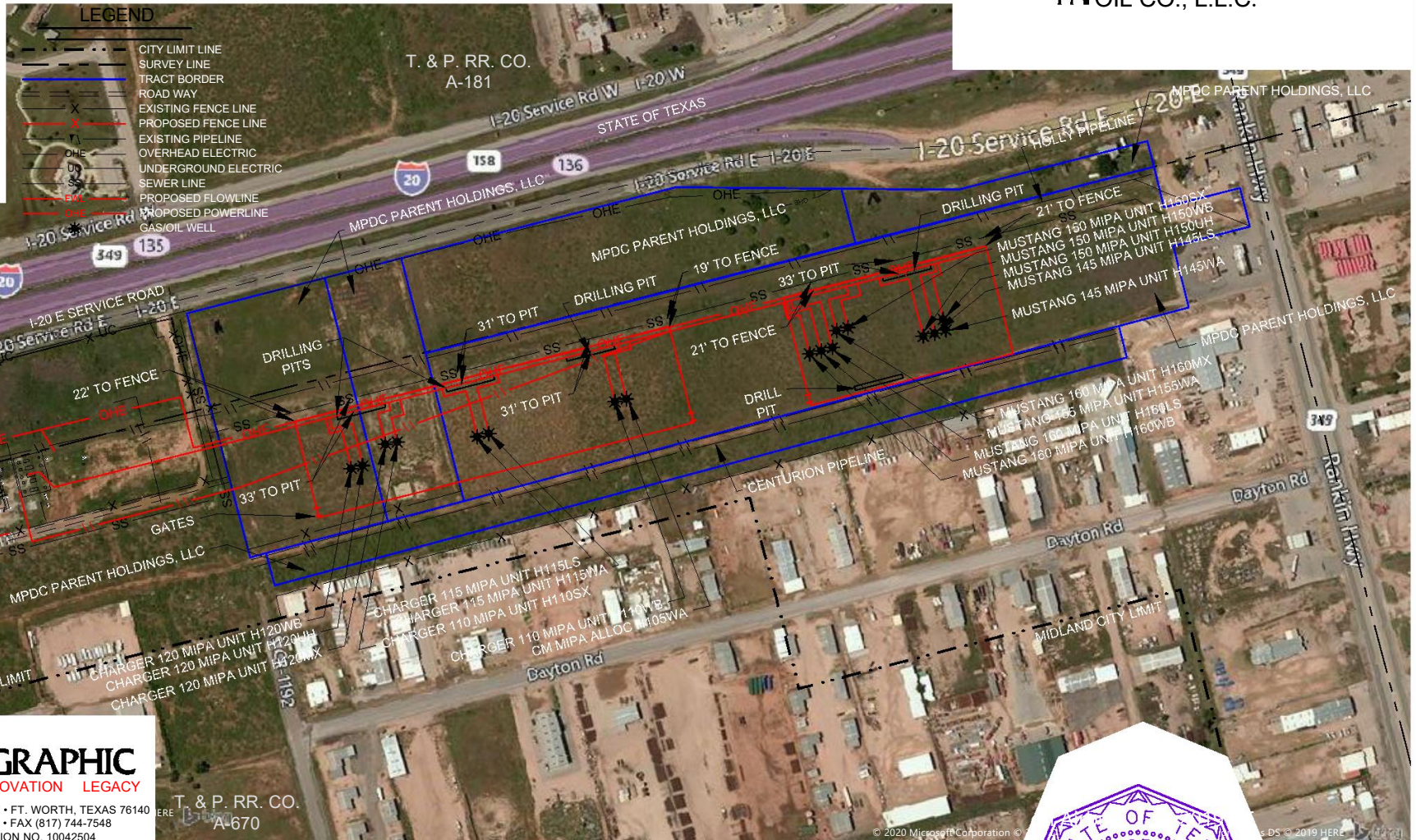
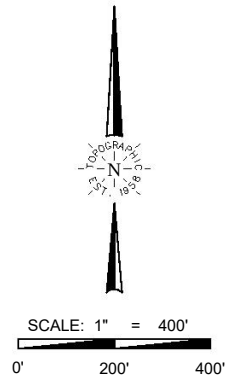
February 13, 2024

EXHIBIT "G"

SECTION 3, BLOCK 39, T2S, T. & P. RR. CO. SURVEY, A-181 &
SECTION 10, BLOCK 39, T2S, H. MCCLINTIC SURVEY, A-670
MIDLAND COUNTY, TEXAS



PERMIAN DEEP ROCK
OIL CO., L.L.C.



1400 EVERMAN PARKWAY, Ste. 197 • FT. WORTH, TEXAS 76140
TELEPHONE: (817) 744-7512 • FAX (817) 744-7548
TEXAS FIRM REGISTRATION NO. 10042504
WWW.TOPOGRAPHIC.COM

T. & P. RR. CO.
A-670

CHARGER UNIT
CITY PERMIT

REVISION:

DRH	06/16/21
DRH	07/21/21
DRH	08/09/21
DRH	10/13/21
DRH	12/10/21
DRH	06/27/2023
DRH	07/20/2023

DATE: 03/28/2018

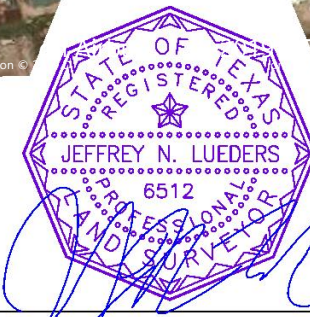
FILE: SK_MUSTANG_UNIT_A_CHARGER_UNIT_A_PERMIT_REV21.DWG

DRAWN BY: GJU

SHEET: 3 OF 12

NOTES:

1. ORIGINAL DOCUMENT SIZE: 11" X 8.5"
2. ALL BEARINGS, DISTANCES, AND COORDINATE VALUES CONTAINED HEREIN ARE GRID BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, U.S. SURVEY FEET, NORTH AMERICAN DATUM 1927.
3. CERTIFICATION IS MADE ONLY FOR PROPOSED UTILITIES AND SITES, IN RELATION TO THE EVIDENCE FOUND DURING A FIELD SURVEY, MADE ON THE GROUND, UNDER MY SUPERVISION, AND USING DOCUMENTATION PROVIDED BY PERMIAN DEEP ROCK OIL CO., L.L.C. ONLY UTILITIES/EASEMENTS THAT WERE VISIBLE ON THE DATE OF THIS SURVEY, WITHIN/ADJOINING THIS EASEMENT, HAVE BEEN LOCATED AS SHOWN HEREON OF WHICH I HAVE KNOWLEDGE. THIS CERTIFICATION IS LIMITED TO THOSE PERSONS OR ENTITIES SHOWN ON THE FACE OF THIS PLAT AND IS NON-TRANSFERABLE, AND MADE FOR THIS TRANSACTION ONLY.
4. ALL PROPOSED INFRASTRUCTURE SHOWN HEREON IS SOLELY FOR THE PURPOSE OF APPLYING FOR A PERMIT WITH THE CITY OF MIDLAND, TEXAS. THIS IS EXHIBIT IS NOT TO BE CONSTRUED AS A "BOUNDARY SURVEY" IN COMPLIANCE WITH THE T.B.P.L.S. MINIMUM STANDARDS OF PROCEDURES FOR BOUNDARY SURVEYS. THESE ARE FOR PLANNING PURPOSES ONLY.
5. ADJOINER INFORMATION SHOWN FOR INFORMATIONAL PURPOSES ONLY.
6. D.R.M.C.T. = DEED RECORDS MIDLAND COUNTY, TEXAS
7. C.C.O.R.M.C.T. = C. C. OFFICIAL RECORDS MIDLAND COUNTY, TEXAS



JEFFREY N. LUEDERS
6512
SURVEYED ON THE GROUND: JUNE 29, 2023



City Council Meeting

Item Number: 21
Meeting Date: February 13, 2024
To: City Council / City Manager
From: Andrew Meyers, Planner
Subject: MOTION APPROVING, WITH STAFF'S RECOMMENDED CONDITIONS, A PROPOSED PRELIMINARY PLAT OF MIDCO LEB, BEING A REPLAT OF A 53.71-ACRE TRACT OF LAND OUT OF LOT 1, BLOCK 1, PARSLEY ADDITION, MIDLAND COUNTY, TEXAS. (GENERALLY LOCATED ON THE NORTHWEST CORNER OF THE INTERSECTION OF FARM TO MARKET ROAD 715 AND EAST COUNTY ROAD 120) (DISTRICT: NONE) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Parkhill, is requesting to replat a 53.71-acre tract of land out of Lot 1, Block 1, Parsley Addition, for ownership purposes. The Planning & Zoning Commission recommended approval of this request on January 16, 2024. This plat is larger than 25 acres, which requires City Council approval.

Recommended City Council Action:

Approve

Fiscal Impact:

None

Strategic Priority:

Quality of Life and Place

Discussion:

Current Zoning:

ETJ, Extraterritorial Jurisdiction.

This request has been routed to all respective departments for internal review. The comments are below.

BUILDING CODE: (Approved)

ETJ, no jurisdiction.

SURVEYOR: (Approved)

No comments.

ENGINEERING: (Approved with Conditions)

IMPACT FEES: Okay as shown. [For Applicant's Information Only.]

ROW: See Transportation's comments. [For Applicant's Information Only.]

PAVING: ECR 120 road is sub-standard, construct to City Standards for entire platted frontage or request a deferral. [Reference City Code Section 11-2-3(G)1 & 11-2-4(A)2(a)] FM 715 is TxDOT facility, built and maintained by TxDOT, no improvements required. [For Applicant's Information Only.]

WATER: None existing. Construct water to City standards along entire platted frontage, or request a deferral based on located in the South Midland Utility District. [Reference City Code Section 11-2-3(G)1 & 11-2-4(A)2(a)]

FIRE HYDRANTS: Required as needed to meet NFPA, IFC & City Fire Code; and/or comply with directives of City Fire Marshal. After January 14, 2020 - Fire hydrants shall be spaced no more than 500' apart, Pressure Indicator Rings are to be installed and will require the developers/contractors to pay for the flow test. [For Applicant's Information Only.]

PRO RATA: None. [For Applicant's Information Only.]

SEWER: None existing. Construct wastewater to City standards along entire platted frontage, or request a deferral. [Reference Midland City Code Sect. 11-2-3(G)1 & 11-2-4(A)2(a)]

DRAINAGE: FEMA Firm Panel number is incorrect on the plat face. Revise FEMA note with the correct Panel Number. Existing site is developed; If proposing to re-develop site drainage can be reviewed with building permit.

EASEMENTS: Show existing and proposed. [For Applicant's Information Only.]

DIMENSION: * * *

OTHER: * * *

TRANSPORTATION: (Approved)

No additions or changes to site access are approved with plat or zoning review. Driveways or other access points are approved only with construction drawing review. [For the Applicant's information only.]

No objections to plat. [For the Applicant's information only.]

FIRE: (Approved)

No Comments.

OIL AND GAS: (Approved with Conditions)

Not in the City limits- no oil or gas jurisdiction.

GIS: (Approved with Conditions)

Plat encroaches into existing ROW (FM 715) by about 20'. Legal description should say "Being a replat of 53.71 Ac. out of Lot 1, Block 1, Parsley Addition, Midland County, Texas." Please hash line for corner clip (will provide markup). Please check calls on markup as well.

CRMWD: (Approved)

We do not have any comments on this plat.

MIDLAND COUNTY HEALTH DEPARTMENT: (Approved)

Yes, the health department will review application from the 1 proposed lot of MIDCO LEB Addition, PLAT OF A 53.7 ACRE PLAT OF LOT 1, BLOCK 1 PARSLEY ADDITION the lot is 53.7 acre property owner must contact the pipeline company to get the setback to their pipeline before any excavation can occur, to ensure the proposed plans on the application for the existing structures and for the septic system will meet the setbacks from the water well on the property and the water wells on the adjacent properties.

MIDLAND COUNTY: (Approved with Conditions)

No comments.

PLANNING: (Approved with Conditions)

Please list Elizabeth Triggs as Secretary.

Provide a title opinion at final plat stage.

To the west of the plat there are some owners that are incorrect, please remedy these.

This plat is over 25 acres and as such will need to go to City Council for approval.

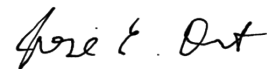
Staff recommends approval of the Preliminary Plat of MIDCO LEB Addition, subject to condition A.

Conditions:

- A. Approval of this preliminary plat is subject to the Final plat including all plat comments, conditions, and requirements must be satisfied by all pertinent City departments before filing for recording with the County Clerk of Midland County, Texas.**

Attachments:

Proposed Preliminary Plat
Application
Maps



City Manager's Office



Preliminary Plat Application

Project Number: SUB-23-01094

Case Number: _____

Proposed Subdivision Plat Name: MIDCO LEB

Legal Description (attached sealed Metes and Bounds): Being a plat of 53.71 Ac. out of Lot 1, Block 1, Parsley Addition, Midland County, Texas

Property Owner

Printed Name: Midland County

Phone ()

Email

Address 500 N Loraine, 11th Floor

City Midland

State Tx

Zip 79701

Developer (if different than Owner)

Printed Name:

Phone ()

Email

Address

City

State

Zip

Representative (if acting as Agent, see affidavit on page 2)

Firm: Parkhill

Printed Name: Josh Wallender

Proj # 41563.23

Phone (432) 934 7150

Email

jwallender@parkhill.com

Address 1700 W Wall Street, Suite 100

City Midland

State Tx

Zip 79701

Current Zoning: N/A - in ETJ

Reason for Platting: Subdiving lot

Plat Information

Total Acreage: 53.71

Type: ☐ Single-Family Residential

☐ Multi-Family Residential

☐ Commercial

☒ Extraterritorial Jurisdiction (ETJ)

Number of Lots: 1

Number of Multi-family Dwelling Units:

Submittal and Fees

Items to be submitted with this application form:

- 1 FOLDED Copy of Dimensioned Plat
- 1 Extra Copy (11x17)
- Digital Files (JPEG & PDF)
- Application Fee – Payable to the 'City of Midland'

Request for a Development Agreement

Do you expect to request a development agreement with the City? ☐ Yes ☐ No

If yes, contact the City Engineer at (432) 685-7286

Provisions

A plat application will not be considered filed pursuant to Section 212.009 of the Texas Local Government Code until all required documents and fees have been submitted and ***all of the terms and conditions of the Subdivision Ordinance, including all necessary studies, plans and supporting information are accepted and approved***, or the applicant has filed a waiver request for sections from which the plat deviates. Once a plat meets the requirements to be considered filed with the City, the application will be placed on the Planning and Zoning Commission agenda for consideration under the time requirements set out in Section 212.009.

Signature (by property owner only – authorized agent must sign affidavit below)

Property Owner (signature):

Date: 12/19/23

Property Owner (printed): Andrew Ruiz

The Preliminary Plat shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Subdivision Code of Ordinances of the City of Midland and when such required items for the application are also received.

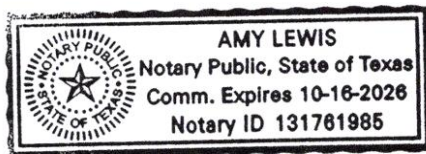
All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared Josh Wellender who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or is authorized by Midland County the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

Authorized Agent (signature)

Subscribed and sworn to before me, this 20 day of December, 20 23, to certify which witness my hand and seal of office.



Amy Lewis
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☒ Property Owner Authorization

☒ 1 Copy of Dimensioned Plat

☒ Plat in Digital Format (PDF/JPEG)

☐ Application Fee

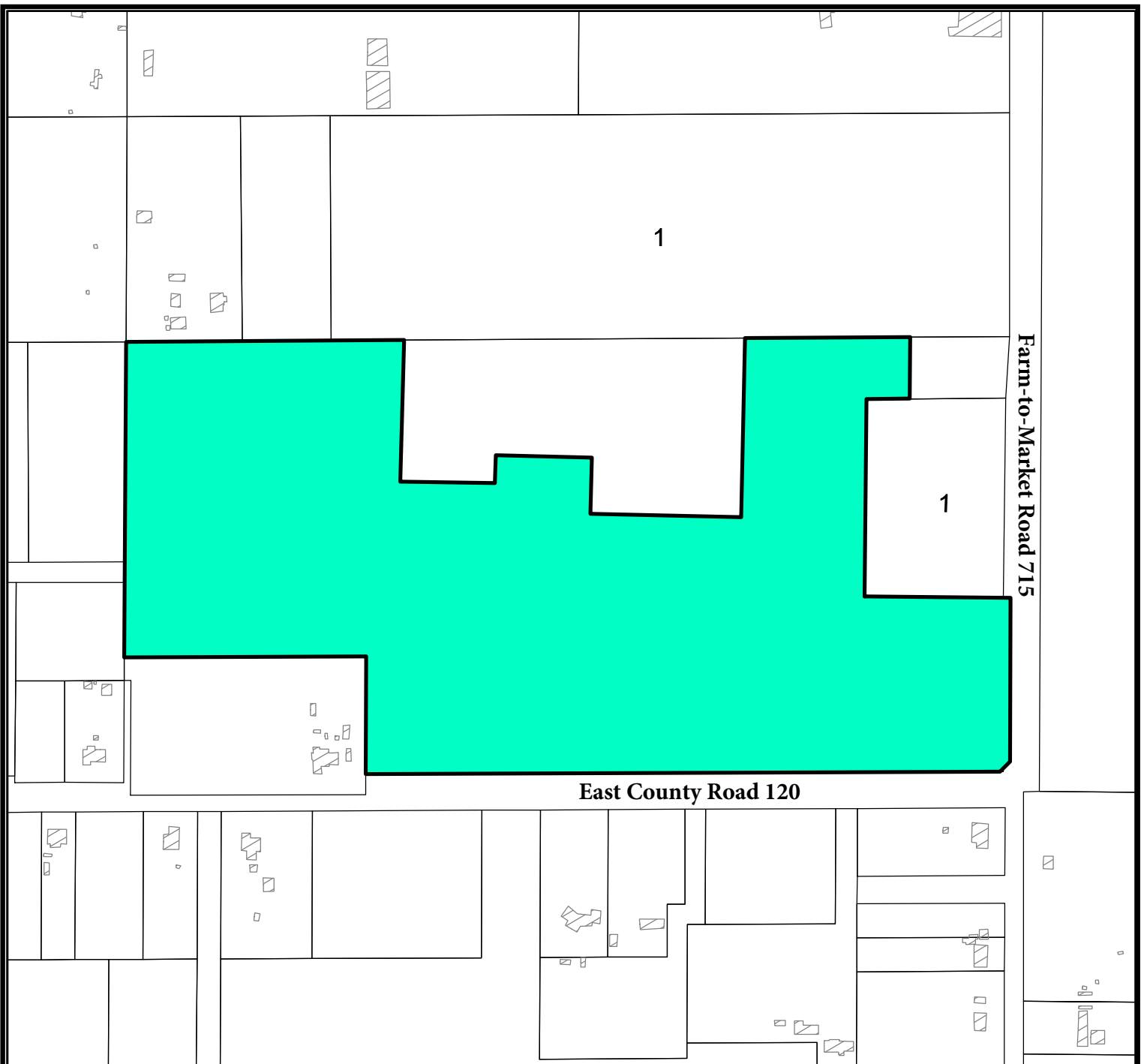
☒ 1 Copy of Plat (11x17)

Check # Paid Online

Received By: _____

Date: DEC 20 2023

****Application will not be considered for scheduling until reviewed by a planner.****



LOCATION MAP

SUB-23-0694

Scale: 1" = 425'

Proposed Plat of MIDCO LEB, being a replat of a 53.71-acre tract of land out of Lot 1, Block 1, Parsley Addition, Midland County, Texas.

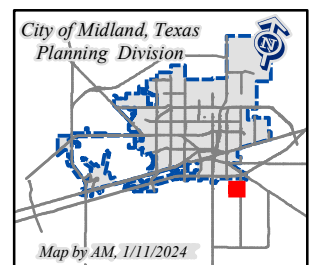
Generally located on the northwest corner of the intersection of Farm to Market Road 715 and East County Road 120. (Extraterritorial Jurisdiction)

PACKET

21.8

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



February 13, 2024



City Council Meeting

Item Number: 22
Meeting Date: February 13, 2024
To: City Council / City Manager
From: Isaac Garnett, Community Development Manager
Subject: RESOLUTION AUTHORIZING THE TRANSFER OF LOT 2, SAVE AND EXCEPT A 0.044-ACRE TRACT OF LAND OUT OF SAID LOT, BLOCK 137, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, TO GARY KAHLER MEMORIAL SCHOLARSHIP FUND INC. ("GRANTEE"), AS AUTHORIZED BY CHAPTER 253 OF THE TEXAS LOCAL GOVERNMENT CODE; AUTHORIZING THE EXECUTION OF AN AMENDED AND RESTATED AFFORDABLE HOUSING DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MIDLAND AND GRANTEE CONCERNING THE AFOREMENTIONED PORTION OF LOT 2 AND ALL OF LOT 4, BLOCK 137, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS; AUTHORIZING THE CITY MANAGER TO NEGOTIATE, EXECUTE AND FILE ALL DOCUMENTS NECESSARY FOR SAID TRANSFER; AND ORDERING THE CITY SECRETARY TO RECORD, OR ENSURE THAT THE TITLE COMPANY RECORDS, THE INSTRUMENT OF CONVEYANCE (DISTRICT: ALL) (DEVELOPMENT SERVICES)

Purpose:

Resolution authorizing the city manager to convey on behalf of the City of Midland, Lot (2) less 0.044 acre-tract & Lot (4), Block 137, Southern Addition City and County of Midland Texas to the Gary Kahler Memorial Scholarship Fund Inc.

Recommended City Council Action:

Approve

Fiscal Impact:

No fiscal Impact

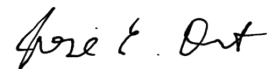
Strategic Priority:

Quality of Life and Place

Discussion:

Resolution authorizing the city manager to convey on behalf of the City of Midland, Lot (2) less 0.044 acre-tract & Lot (4), Block 137, Southern Addition City and County of Midland Texas to the Gary Kahler Memorial Scholarship Fund Inc.; authorizing the city manager to negotiate, execute and file all documents necessary to conveyance of said real property, purchase title insurance policies and hold closings for the said conveyance; authorizing payment for said real property, title insurance policies and closing cost; and ordering the city secretary to record, or ensure that the title company records all instruments of conveyance.

The property is for residential development (2 lots). It will be conveyed to a local nonprofit organization under City, State, and Federal Real Property Acquisition procedures standards.



City Manager's Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE TRANSFER OF LOT 2, SAVE AND EXCEPT A 0.044-ACRE TRACT OF LAND OUT OF SAID LOT, BLOCK 137, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, TO GARY KAHLER MEMORIAL SCHOLARSHIP FUND INC. (“GRANTEE”), AS AUTHORIZED BY CHAPTER 253 OF THE TEXAS LOCAL GOVERNMENT CODE; AUTHORIZING THE EXECUTION OF AN AMENDED AND RESTATED AFFORDABLE HOUSING DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MIDLAND AND GRANTEE CONCERNING THE AFOREMENTIONED PORTION OF LOT 2 AND ALL OF LOT 4, BLOCK 137, SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS; AUTHORIZING THE CITY MANAGER TO NEGOTIATE, EXECUTE AND FILE ALL DOCUMENTS NECESSARY FOR SAID TRANSFER; AND ORDERING THE CITY SECRETARY TO RECORD, OR ENSURE THAT THE TITLE COMPANY RECORDS, THE INSTRUMENT OF CONVEYANCE

WHEREAS, the City of Midland is the owner of Lot 2, Block 137, Southern Addition, City and County of Midland, Texas, and is the former owner of Lot 4, Block 137, Southern Addition, City and County of Midland, Texas; and

WHEREAS, the City Council, by Resolution No. 2023-024, approved an Affordable Housing Development Agreement (the “Agreement”) with Gary Kahler Memorial Scholarship Fund Inc. (“Grantee”), a non-profit organization as defined in Chapter 253 of the Texas Local Government Code, for the purpose of transferring the aforementioned Lot 4 to Grantee; and

WHEREAS, the City transferred Lot 4 to Grantee pursuant to the Agreement; and

WHEREAS, the City Council finds it to be in the public interest to authorize the execution of an Amended and Restated Affordable Housing Development Agreement (the “Amended and Restated Agreement”) with Grantee so as to also transfer Lot 2, save and except a 0.044-acre tract of land out of said lot, Block 137, Southern Addition, City and County of Midland, Texas (the “Lot 2 Tract”) to Grantee; and

WHEREAS, the City Council finds and determines that said Amended and Restated

Agreement is for the public purpose of providing affordable housing; and

WHEREAS, the City Council finds it to be in the public interest to transfer the Lot 2 Tract to Grantee, as authorized by Chapter 253 of the Texas Local Government Code, as amended;

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

SECTION ONE. That the City Manager is hereby authorized and directed to execute, on behalf of the City of Midland, the Amended and Restated Agreement with Grantee and a Quitclaim Deed for the Lot 2 Tract, or other such instrument of conveyance, as necessary to transfer the Lot 2 Tract to Grantee. Said Amended and Restated Agreement shall be in a form substantially similar to that attached hereto as Exhibit A, and said Quitclaim Deed shall be in a form substantially similar to that attached hereto as Exhibit B.

SECTION TWO. That the City Manager is hereby authorized and directed to negotiate, execute and file all documents necessary to transfer the Lot 2 Tract to Grantee and hold the closings for said transfer at a title company selected by the City Manager.

SECTION THREE. That the City Comptroller is hereby authorized and directed to pay for costs associated with the transfer of said property and closing costs in an amount not to exceed \$5,000.00 from the Workforce Housing Incentive Project 900304-005 upon receipt of proper invoice or statement therefor approved by the City Manager.

SECTION FOUR. That the City Secretary is hereby authorized and directed to file, or ensure that the title company files, the instrument of conveyance in the Deed Records of Midland County, Texas. A copy of said instrument of conveyance shall be maintained on file in the City Secretary's Office.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2024, by

the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Elizabeth Triggs, Planning and Development Officer

APPROVED AS TO FORM ONLY:

John Ohnemiller, City Attorney

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

QUITCLAIM DEED

THE STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

KNOW ALL PERSONS BY THESE PRESENTS:

I.

That the undersigned, CITY OF MIDLAND, TEXAS, a home-rule city organized under the laws of the State of Texas (“**Grantor**”), whether one or more, for and in consideration of the sum of TEN AND NO/100TH DOLLARS (\$10.00) in hand paid by Grantee herein named, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has QUITCLAIMED, and by these presents does QUITCLAIM unto GARY KAHLER MEMORIAL SCHOLARSHIP FUND INC. (“**Grantee**”), whether one or more, the real property (the “**Property**”) described as follows:

LOT TWO (2), BLOCK ONE HUNDRED THIRTY-SEVEN (137), SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, SAVE AND EXCEPT THE TRACT OF LAND DESCRIBED IN EXHIBIT A, WHICH IS ATTACHED HERETO.

II.

BY EXECUTING THIS QUITCLAIM DEED, GRANTOR AND GRANTEE AGREE THAT GRANTEE IS TAKING THE PROPERTY “**AS IS**” WITH ANY AND ALL LATENT AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY, EXPRESS OR IMPLIED BEING MADE BY GRANTOR THAT THE PROPERTY IS FIT FOR A PARTICULAR PURPOSE. GRANTEE ACKNOWLEDGES THAT GRANTEE IS NOT RELYING UPON ANY REPRESENTATION MADE BY GRANTOR WITH RESPECT TO THE CONDITION OF THE PROPERTY, BUT IS RELYING UPON GRANTEE’S EXAMINATION OF THE PROPERTY. GRANTEE ALSO RECOGNIZES BY AGREEING TO PURCHASE THE PROPERTY “**AS IS**” THAT GRANTEE AGREES TO MAKE GRANTEE’S OWN APPRAISAL OF THE PROPERTY AND TO ACCEPT THE RISK THAT GRANTEE MAY BE WRONG. GRANTOR GIVES NO ASSURANCES, EXPRESS OR IMPLIED, CONCERNING THE VALUE OR CONDITION OF THE PROPERTY SOLD. IN NO EVENT SHALL GRANTEE HAVE A RIGHT TO RECOVER CONSEQUENTIAL DAMAGES. GRANTEE HEREBY TAKES THE PROPERTY UNDER THE EXPRESS UNDERSTANDING THE PROPERTY IS ACCEPTED “**AS IS**” AND “**WITH ALL FAULTS,**” EXCLUDING EXPRESS OR IMPLIED WARRANTIES.

III.

Grantee acknowledges and agrees that in accordance with Section 253.011 of the Texas Local Government Code and that certain Affordable Housing Development Agreement between Grantor and Grantee regarding development of the Property, the ownership of the Property automatically reverts back to Grantor in the event Grantee at any time fails to use the Property to promote the public purpose of Grantor by constructing affordable single-family housing. Further, the ownership of the Property automatically reverts back to Grantor on March 1, 2025 should Grantee fail to develop the Property in accordance with the terms of that certain Affordable Housing Development Agreement.

IV. RELEASE

NOTWITHSTANDING ANY OTHER CONTRARY PROVISION CONTAINED HEREIN, GRANTEE HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES GRANTOR, GRANTOR'S EMPLOYEES AND OFFICERS, FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH GRANTEE 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 GRANTOR'S NEGLIGENCE.

V. INDEMNITY

GRANTEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND GRANTOR AND ALL OF GRANTOR'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSSES, PROPERTY DAMAGE AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF GRANTEE, ITS AGENTS OR EMPLOYEES, OR ANY CONTRACTOR OR SUBCONTRACTOR, ARISING OUT OF, OR RESULTING FROM, GRANTEE'S USE OF, OR ACTIVITIES ON, THE PROPERTY, AND GRANTEE SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST GRANTOR OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES.

VI.

Grantor hereby reserves and excepts from the conveyance contemplated hereby all rights, title and interest in all oil, gas and other minerals of any kind whatsoever owned by Grantor in, on and under the Property whether Grantor's rights are presently vested, future or contingent.

VII.

TO HAVE AND TO HOLD all of the above described property and premises unto Grantee, and Grantee's heirs, administrators, executors, successors and/or assigns forever; so that neither Grantor nor Grantor's heirs, administrators, executors, successors and/or assigns shall have, claim or demand any right or title to the aforesaid property, premises or appurtenances or any part thereof.

[END OF TEXT]

GRANTOR:

CITY OF MIDLAND, TEXAS, a home-rule city
organized under the laws of the State of Texas

By: Tommy Gonzalez, City Manager

STATE OF TEXAS §
 §
COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this day personally appeared TOMMY GONZALEZ, City Manager of the City of Midland, Texas, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same and for the purposes and consideration therein expressed an in the capacity therein expressed.

Given under my hand and seal of office, this ____ day of _____, 2024.

Notary Public in and for the State of Texas

GRANTEE:

GARY KAHLER MEMORIAL SCHOLARSHIP
FUND INC.

By: _____

Printed Name: _____

Title: _____

STATE OF TEXAS

§
§
§

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, an officer of Gary Kahler Memorial Scholarship Fund Inc. known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same and for the purposes and consideration therein expressed an in the capacity therein expressed.

Given under my hand and seal of office, this ____ day of _____, 2024.

Notary Public in and for the State of Texas

EXHIBIT A

Bradshaw and Associates, Inc.

Surveying/Engineering

Firm # 10122900/10122901

4400 N. Big Spring Suite A-8, Midland, Texas

Phone (432) 682-4400 Fax (432) 682-7997

January 30, 2024

0.044 ACRE TRACT

BEING 0.044 acres of land out of Lot 2, Block 137, Southern Addition to Midland, an addition to the City of Midland, Midland County, Texas, according to the map or plat thereof, recorded in Volume 2, Page 2, Deed Records, Midland County, Texas; and being described more fully by metes and bounds as follows:

BEGINNING at a point for the NE corner of Lot 2, Block 137, Southern Addition to Midland, an addition to the City of Midland, Midland County, Texas, according to the map or plat thereof, recorded in Volume 2, Page 2, Deed Records, Midland County, Texas, same being the NE corner of this tract;

THENCE S. 15° 47' 55" E. (record bearing) along the east line of said Lot 2, a distance of 51.83' to a point for the NE corner of Lot 3 and the SE corner of Lot 2, same being the SE corner of this tract;

THENCE S. 89° 29' 21" W. along the north line of said Lot 3, at 35.04' pass the accepted NE corner of said Lot 3 recorded in Document No. 2019-23641, Midland County Clerk Records, continuing for a total distance of 39.04' to a point in the accepted west line of Lamesa Road (varied right-of-way) per City of Midland GIS Map for the SW corner of this tract;

THENCE N. 14° 20' 54" W. over and across, severing Lot 2, a distance of 51.49' to a point in the south line of said Lot 1 and the North line of Lot 2 and in the accepted west line of Lamesa Road for the NW corner of this tract;

THENCE N. 89° 29' 21" E. along the south line of said Lot 1 and the North line of said Lot 2, a distance of 37.69' to the PLACE OF BEGINNING

Containing 0.044 of an acre of land.

Garrett M. Bradshaw

Garrett M. Bradshaw

Registered Professional Land Surveyor

No. 6757



TO LIEN HOLDER ISSUING THE INSURANCE UNDERWRITER
AND WEST TEXAS ABSTRACT, MIDLAND, TEXAS

THIS SURVEY PLAT IS PROVIDED SOLELY FOR THIS TRANSACTION AND
G.F. WTA-80-48802426026-MR AS NOTED.

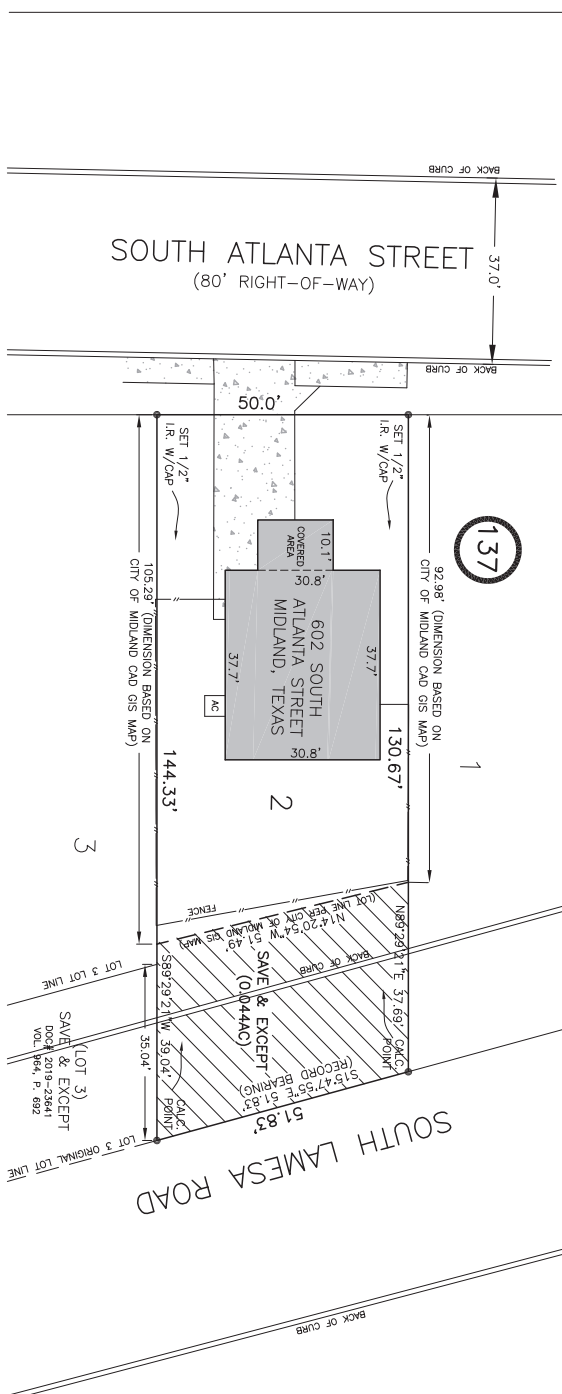
PLAT IS COPYRIGHTED AND SHALL NOT BE USED FOR ANY OTHER TRANSACTION.

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND IS CORRECT, AND THAT THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OR OVERLAPPING OF IMPROVEMENTS, VISIBLE EASEMENTS, OR RIGHTS OF WAY, EXCEPT AS SHOWN HEREON, AND THIS SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY AS SHOWN.

Garrett M. Bradshaw
REGISTERED PROFESSIONAL LAND SURVEYOR



PLAT
OF
LOT 2, BLOCK 137,
SOUTHERN ADDITION,
AN ADDITION TO THE CITY OF MIDLAND,
MIDLAND COUNTY, TEXAS



February 13, 2024

FILED IN PLAT VOLUME 2, PAGE 2, DEED RECORDS, MIDLAND COUNTY, TEXAS.

THIS PROPERTY LIES WITHIN ZONE "X" AS SHOWN BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE ADMINISTRATION MAP COMMUNITY PANEL NO. 13000-01-000-0000. THE INFORMATION CONTAINED HEREIN IS FOR INFORMATION ONLY. THE SUREDOR MAKES NO GUARANTEES AS TO THE ACCURACY OF THIS INFORMATION. THE LOCAL FLOOD MAPS ADMINISTRATOR SHOULD BE CONTACTED FOR VERIFICATION

Stored: 24011100

BRADSHAW AND ASSOCIATES, INC.

CONSULTING ENGINEERS

REGISTERED PROFESSIONAL LAND SURVEYOR
EIRN #10133900 / 10133901

FIRM #10122900/10122901

4400 N. BIG SPRING SUITE A-
MIDLAND TEXAS 79705

MIDLAND, TEXAS 79705
PHONE (432)682-4400 FAX (432)682-4401

PHONE (432) 682-4400 FAX (432) 682-4401

Drawn	Chkd

D	GMB
V/D	

VR	GMB
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1-24-2024	1-30-2024
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[illegible]

Bradshaw and Associates, Inc.
Surveying/Engineering
Firm # 10122900/10122901
4400 N. Big Spring Suite A-8, Midland, Texas
Phone (432) 682-4400 Fax (432) 682-7997

January 30, 2024

0.044 ACRE TRACT

BEING 0.044 acres of land out of Lot 2, Block 137, Southern Addition to Midland, an addition to the City of Midland, Midland County, Texas, according to the map or plat thereof, recorded in Volume 2, Page 2, Deed Records, Midland County, Texas; and being described more fully by metes and bounds as follows:

BEGINNING at a point for the NE corner of Lot 2, Block 137, Southern Addition to Midland, an addition to the City of Midland, Midland County, Texas, according to the map or plat thereof, recorded in Volume 2, Page 2, Deed Records, Midland County, Texas, same being the NE corner of this tract;

THENCE S. 15° 47' 55" E. (record bearing) along the east line of said Lot 2, a distance of 51.83' to a point for the NE corner of Lot 3 and the SE corner of Lot 2, same being the SE corner of this tract;

THENCE S. 89° 29' 21" W. along the north line of said Lot 3, at 35.04' pass the accepted NE corner of said Lot 3 recorded in Document No. 2019-23641, Midland County Clerk Records, continuing for a total distance of 39.04' to a point in the accepted west line of Lamesa Road (varied right-of-way) per City of Midland GIS Map for the SW corner of this tract;

THENCE N. 14° 20' 54" W. over and across, severing Lot 2, a distance of 51.49' to a point in the south line of said Lot 1 and the North line of Lot 2 and in the accepted west line of Lamesa Road for the NW corner of this tract;

THENCE N. 89° 29' 21" E. along the south line of said Lot 1 and the North line of said Lot 2, a distance of 37.69' to the PLACE OF BEGINNING

Containing 0.044 of an acre of land.

Garrett M. Bradshaw

Garrett M. Bradshaw
Registered Professional Land Surveyor
No. 6757



**AMENDED AND RESTATED
AFFORDABLE HOUSING DEVELOPMENT AGREEMENT**

This Amended and Restated Affordable Housing Development Agreement (“Agreement”) is made by and between the **CITY OF MIDLAND, TEXAS**, a home rule municipal corporation (“City”) and **GARY KAHLER MEMORIAL SCHOLARSHIP FUND INC.** (“Developer”) and supersedes, in all respects, that certain Affordable Housing Development Agreement between City and Developer dated March 1, 2023.

WITNESSETH:

I. PUBLIC PURPOSE

The public purpose of this Agreement is to state the terms and conditions by which City shall convey real property to Developer for the purpose of developing single family housing affordable to low income households.

II. CONVEYANCE OF REAL PROPERTY

City agrees to convey certain real property within the City of Midland, Midland County, Texas, for the purpose of improving the lots conveyed and increasing the conditions and value of the surrounding subdivision. The property to be conveyed by City is described as follows:

LOTS TWO (2) AND FOUR (4), BLOCK ONE HUNDRED THIRTY-SEVEN (137), SOUTHERN ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS, SAVE AND EXCEPT THE TRACT OF LAND DESCRIBED IN EXHIBIT A, WHICH IS ATTACHED HERETO.

This conveyance of property is executed under the explicit authorization of the City Council of the City of Midland, Texas, and pursuant to authority granted by Texas Local Government Code, Section 253.011 and Section 272.001.

Developer acknowledges that in accordance with this Agreement, City conveyed to Developer, via Instrument No. 2023-4972 recorded in the official real property records of the Midland County Clerk, Lot Four (4), Block One Hundred Thirty-Seven (137), City and County of Midland, Texas, and Developer further acknowledges the receipt thereof.

III. TERM OF CONTRACT

The term of this Agreement shall begin March 1, 2023, and end March 1, 2025, unless an extension of time is granted by the City Manager.

IV. INDEMNITY

DEVELOPER 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, 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 AN PERSON OR PERSONS OR PROPERTY, ON ACCOUNT OF ANY NEGLIGENT ACT OF DEVELOPER OR ANY OF ITS OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS OR SUBCONTRACTORS, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT. DEVELOPER SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST CITY OR ANY OF CITY'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

DEVELOPER 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, 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 CITY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES, WHETHER SUCH ACT OR OMISSION WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH THE NEGLIGENCE OF DEVELOPER OR ITS OFFICERS, EMPLOYEES, AGENT, CONTRACTOR, OR SUBCONTRACTOR, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, AND DEVELOPER SHALL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST THE CITY OR ANY OF CITY'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

DEVELOPER AGREES THAT IT SHALL INDEMNIFY AND SAVE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF CONTRACTORS, SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND SUPPLIERS OF MACHINERY AND PARTS THEREOF,

EQUIPMENT, POWER TOOLS, ALL SUPPLIES, INCLUDING COMMISSARY INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS AGREEMENT. WHEN CITY SO DESIRES, DEVELOPER SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED.

V. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Developer shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of City; that Developer 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 Developer, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between City and Developer. No person performing any work hereunder 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. Developer 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 Developer's work. Developer shall assume exclusive responsibility for the work. Developer is entirely free to do the work in its own way.

VI. APPLICABLE LAWS, ORDINANCES

Developer shall comply with all applicable laws, ordinances and codes of the United States, State of Texas and City. Developer hereby agrees as follows:

- A. Developer shall comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), 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.
- B. Developer shall 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 CDBG funds.

- C. Developer shall comply with Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), which provides that it is the policy of the United States to provide for fair housing throughout the United States. It prohibits particular discriminatory acts regarding housing if the discrimination is based on race, color, religion, sex, national origin, family status, or mental and physical disability.
- E. No officer, employee or board member of Developer shall have a financial interest, direct or indirect, in this Agreement or the monies transferred hereunder, or be financially interested, directly or indirectly in the sale to Developer of any land, materials, supplies or services purchased with any funds transferred hereunder, except on behalf of Developer as an officer, employee, member, or program participant. Developer shall further comply with the conflict of interest provisions of 24 CFR 570.611 and 24 CFR Part 84.
- F. Developer shall construct housing that is sold at a final closing cost of no more than \$240,000.00. Within fifteen (15) days of selling the property, Developer shall provide proof of the original sale in the form of a closing statement referencing the specific real property sold and the closing costs thereof and any other documents that may be required by City.
- G. Developer shall make available to City, as determined by City, information and/or data which document compliance, in all phases of its work, with the above paragraphs A through F. Developer shall fully cooperate with City when City monitors the services and work performed under this Agreement, which City may do at any time during the term of this Agreement. Developer shall maintain accounts and records adequate to identify and account for all cost pertaining to the Agreement. These records will be made available to City for federal audit purposes and will be retained for four (4) years after the expiration of this Agreement unless permission to destroy them is granted by City.
- H. Developer hereby verifies in accordance with Texas Government Code section 2270.002, that Developer does not boycott Israel and will not boycott Israel during the term of this Agreement.

VII. PROGRAM INCOME

It is agreed and understood that any income generated by Developer as a result of this Agreement will be utilized by Developer and shall not be applied to any of Developer's other entities.

VIII. RECOGNITION OF FUNDING

Developer shall provide recognition of City funding in its procurement announcements. Developer shall post, in a publicly visible location where City assisted activity is provided, an acknowledgment that City is contributing to the project. City will determine if posting is adequate given the scale of City's assisted activity.

IX. PROJECT REPORTS

Monthly status reports are to be prepared by Developer and submitted in a timely fashion to City. A final performance report shall be prepared and submitted promptly after project completion. An inventory of CDBG acquired assets shall be submitted to City, in a form suitable to City, on a monthly basis and at the end of this Agreement.

X. SOVEREIGN IMMUNITY

By executing this contract, City is not waiving its right of sovereign 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 SOVEREIGN IMMUNITY.

XI. ATTORNEY 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.), the parties hereto agree to waive any and all rights to recovery of attorney fees to which the prevailing party might otherwise be entitled.

XII. DEFAULT PROVISION

In the event that either Developer or City fails to perform, or is unable to perform substantially its obligations under the terms of this Agreement, the nondefaulting party shall notify the defaulting party in writing of such default. Within five (5) days after receipt of such notification, Developer and City shall meet to discuss the default, the reasons thereof and the methods to cure default. If the defaulting party has not substantially cured the default within ten (10) days after receipt of such notification, or City and Developer have not agreed within such time upon a solution to the default, the nondefaulting party may, at its option, pursue any remedies at law or in equity.

In any event this Agreement may be terminated by the mutual consent of Developer and City in writing.

III. RELEASE

NOTWITHSTANDING ANY OTHER PROVISION, DEVELOPER HEREBY RELEASES, RELINQUISHES, ACQUITS 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 DEVELOPER 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.

XIV. 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.

XV. AUTOMATIC REVERSION

Developer and City explicitly agree that this conveyance complies with the conditions of Texas Local Government Code, Section 253.011 and Section 272.001. If, for any reason, Developer at any time fails to use the property for the public purpose in the manner for which it was conveyed, the property shall automatically revert to City. Developer acknowledges and agrees that the instrument by which City transfers the property to Developer shall include a provision that:

- A. Requires Developer to use the property in a manner that primarily promotes a public

purpose of City; and

- B. Indicates that ownership of the property automatically reverts to City if Developer at any time fails to use the property in that manner.

XVI. APPLICATION TO EACH LOT

The provisions of this Agreement shall apply separately to each lot that comprises the property that is the subject of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this the _____ day of _____, 2024.

CITY OF MIDLAND, TEXAS

By: _____
Tommy Gonzalez, City Manager

ATTEST:

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

GARY KAHLER MEMORIAL SCHOLARSHIP
FUND INC.

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §

§

COUNTY OF MIDLAND §

BEFORE ME, the undersigned authority, on this _____ day of _____
personally appeared _____, an officer of GARY KAHLER
MEMORIAL SCHOLARSHIP FUND 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 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
_____, 2024.

Notary Public, State of Texas

EXHIBIT A

Bradshaw and Associates, Inc.

Surveying/Engineering

Firm # 10122900/10122901

4400 N. Big Spring Suite A-8, Midland, Texas

Phone (432) 682-4400 Fax (432) 682-7997

January 30, 2024

0.044 ACRE TRACT

BEING 0.044 acres of land out of Lot 2, Block 137, Southern Addition to Midland, an addition to the City of Midland, Midland County, Texas, according to the map or plat thereof, recorded in Volume 2, Page 2, Deed Records, Midland County, Texas; and being described more fully by metes and bounds as follows:

BEGINNING at a point for the NE corner of Lot 2, Block 137, Southern Addition to Midland, an addition to the City of Midland, Midland County, Texas, according to the map or plat thereof, recorded in Volume 2, Page 2, Deed Records, Midland County, Texas, same being the NE corner of this tract;

THENCE S. 15° 47' 55" E. (record bearing) along the east line of said Lot 2, a distance of 51.83' to a point for the NE corner of Lot 3 and the SE corner of Lot 2, same being the SE corner of this tract;

THENCE S. 89° 29' 21" W. along the north line of said Lot 3, at 35.04' pass the accepted NE corner of said Lot 3 recorded in Document No. 2019-23641, Midland County Clerk Records, continuing for a total distance of 39.04' to a point in the accepted west line of Lamesa Road (varied right-of-way) per City of Midland GIS Map for the SW corner of this tract;

THENCE N. 14° 20' 54" W. over and across, severing Lot 2, a distance of 51.49' to a point in the south line of said Lot 1 and the North line of Lot 2 and in the accepted west line of Lamesa Road for the NW corner of this tract;

THENCE N. 89° 29' 21" E. along the south line of said Lot 1 and the North line of said Lot 2, a distance of 37.69' to the PLACE OF BEGINNING

Containing 0.044 of an acre of land.

Garrett M. Bradshaw

Garrett M. Bradshaw

Registered Professional Land Surveyor

No. 6757





City Council Meeting

Item Number: 23
Meeting Date: February 13, 2024
To: City Council / City Manager
From: Taha Sakrani, City Traffic Engineer
Subject: RESOLUTION AUTHORIZING THE EXECUTION OF AN ADVANCE FUNDING AGREEMENT WITH THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION ("TXDOT"), FOR THE TEXAS AVENUE INTERSECTION IMPROVEMENTS PROJECT (THE "PROJECT"); SAID PROJECT TO PROVIDE FOR THE CONSTRUCTION OF IMPROVEMENTS TO THE INTERSECTIONS ON TEXAS AVENUE, FROM NORTH A STREET TO NORTH C STREET, WITH CURB EXTENSIONS TO EXTEND THE SIDEWALK TO PROVIDE ADDITIONAL SPACE FOR PEDESTRIAN CROSSINGS; AUTHORIZING PAYMENT TO TXDOT IN AN ESTIMATED AMOUNT OF \$147,347.30 PLUS 100% OF OVERRUNS; AND AUTHORIZING AND DIRECTING THE CITY SECRETARY TO CERTIFY A COPY OF THIS RESOLUTION TO TXDOT (DISTRICT 3) (ENGINEERING SERVICES)

Purpose:

RESOLUTION AUTHORIZING THE EXECUTION OF AN ADVANCE FUNDING AGREEMENT WITH THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION (" TXDOT") , F OR THE TEXAS AVENUE INTERSECTION IMPROVEMENTS PROJECT (THE "PROJECT"); SAID PROJECT TO PROVIDE FOR THE CONSTRUCTION OF IMPROVEMENTS TO THE INTERSECTIONS ON TEXAS AVENUE, FROM NORTH A STREET TO NORTH C STREET, WITH CURB EXTENSIONS TO EXTEND THE SIDEWALK TO PROVIDE ADDITIONAL SPACE FOR PEDESTRIAN CROSSING S; AP P R O P R I A T I N G F U N D S; AUTHORIZING PAYMENT TO TXDOT IN AN ESTIMATED AMOUNT OF \$147,347.30 PLUS 100% OF OVERRUNS; AND AUTHORIZING AND DIRECTING THE CITY SECRETARY TO CERTIFY A COPY OF THIS RESOLUTION TO TXDOT.

Recommended City Council Action:

Approve

Fiscal Impact:

Funding is available in A Street Paving project.

Strategic Priority:

Quality of Life and Place

Discussion:

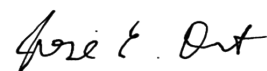
In 2023, the City successfully secured grant funding from the Texas Department of Transportation's Highway Safety Improvement Program. The grant aims to enhance the intersections along Texas Avenue, spanning from North A Street to North C Street. The proposed improvements include the installation of curb ramps and bulb-outs (curb extensions) to expand sidewalks, creating more room for pedestrian crossings. Additionally, Bike Lanes will be added to both Texas Avenue and A Street.

The grant award comprises 90% Federal funds for construction, overseen and distributed by TxDOT, necessitating a 10% local match. To determine a realistic project scope and preliminary cost estimate, the city incurred the design costs outside the grant process. Based on this information, TxDOT has developed a draft Advanced Funding Agreement for the City's approval.

The total project cost, as outlined in the Agreement, is anticipated not to exceed \$1,470,697.76. This includes a Federal contribution of up to \$1,068,725.70, indirect State costs of \$54,623.76, and a local match obligation of \$147,347.30. Should the final project costs be lower than the estimated maximum, the cost shares for each agency will be adjusted proportionately.

The project, illustrated in the attached conceptual schematic, encompasses construction enhancements for the intersections on Texas Avenue, ranging from North A Street to North C Street. These improvements involve curb ramps and bulb-outs to extend sidewalks, creating more space for pedestrian crossings, along with the addition of Bike Lanes on Texas Avenue and A Street.

The city's staff recommends approving the funding and authorizing the execution of the Advanced Funding Agreement.



City Manager's Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF AN ADVANCE FUNDING AGREEMENT WITH THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION (“TXDOT”), FOR THE TEXAS AVENUE INTERSECTION IMPROVEMENTS PROJECT (THE “PROJECT”); SAID PROJECT TO PROVIDE FOR THE CONSTRUCTION OF IMPROVEMENTS TO THE INTERSECTIONS ON TEXAS AVENUE, FROM NORTH A STREET TO NORTH C STREET, WITH CURB EXTENSIONS TO EXTEND THE SIDEWALK TO PROVIDE ADDITIONAL SPACE FOR PEDESTRIAN CROSSINGS; AUTHORIZING PAYMENT TO TXDOT IN AN ESTIMATED AMOUNT OF \$147,347.30 PLUS 100% OF OVERRUNS; AND AUTHORIZING AND DIRECTING THE CITY SECRETARY TO CERTIFY A COPY OF THIS RESOLUTION TO TXDOT

WHEREAS, via Minute Order 116073, the Texas Transportation Commission authorized the State of Texas (the “State”) to construct improvements to the intersections on Texas Avenue, from North A Street to North C Street, with curb extensions to extend the sidewalk to provide additional space for pedestrian crossings in the City of Midland, Texas (the “Project”); and

WHEREAS, the total cost of the Project is estimated to be \$1,470,697.76; and

WHEREAS, the City’s share of the cost of the Project, other than engineering costs, is estimated to be \$147,347.30; and

WHEREAS, the City is responsible for all non-reimbursable costs and 100% of overruns, if any; and

WHEREAS, the City Council, as the governing body of the City, desires to affirm its support of the Project and approve and authorize the execution of an Advance Funding Agreement (an “AFA”) with the State, acting by and through the Texas Department of Transportation (“TxDOT”), for the Project, appropriate funds, and authorize payment therefor;

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

SECTION ONE. That the City Manager is hereby authorized and directed to execute, on behalf of the City of Midland, an AFA with the State, acting by and through TxDOT, for the Project, said AFA to be in a form substantially similar to the draft attached hereto and incorporated herein as Exhibit “A”.

SECTION TWO. That the City Comptroller is hereby authorized and directed to make payment to TxDOT pursuant to the terms of said AFA from funds available in A Street Paving Project.

SECTION THREE. That the City Secretary is hereby authorized and directed to certify a copy of this resolution to the Texas Department of Transportation.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2024, by the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Jose Ortiz, Assistant City Manager

Gabe McClelland, Engineering Services Director

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

TxDOT:				Federal Highway Administration:	
CCSJ #	0906-32-064	AFA ID		CFDA No.	20.205
AFA CSJs				CFDA Title	Highway Planning and Construction
District #	06	Code Chart 64#	28100		
Project Name	HSIP2024-Texas Ave. Intersection Improvements			AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT For Intersection Improvements for Pedestrian Crossings Off-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **City of Midland**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116522** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **improvements to the intersection with curb extension for pedestrian crossings**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Texas Transportation Commission has not authorized funding for the construction of the highway improvement or other transportation project and the project is not currently listed and approved for construction in the Unified Transportation Program (UTP) or Statewide Transportation Improvement Program (STIP). This Agreement does not represent a commitment to future project funding for any project elements, including construction, not

TxDOT:				Federal Highway Administration:	
CCSJ #	0906-32-064	AFA ID		CFDA No.	20.205
AFA CSJs				CFDA Title	Highway Planning and Construction
District #	06	Code Chart 64#	28100		
Project Name	HSIP2024-Texas Ave. Intersection Improvements			AFA Not Used For Research & Development	

specifically outlined in the Agreement. Costs not specifically identified as reimbursable under this Agreement will not be requested or reimbursed.

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	Local Government	Utilities	Article 8
2.	State	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 11
4.	State	Construction Responsibilities	Article 12
5.	Local Government	Right of Way and Real Property	Article 14

Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

Scope of Work

The scope of work for the Project on CSJ 0906-32-064 consists of improvements to the intersection with curb extensions to extend the sidewalk to provide additional space for pedestrian crossings on Texas Ave., the primary roadway from North C St. to North A St. as shown on Attachment A.

Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be

TxDOT:				Federal Highway Administration:	
CCSJ #	0906-32-064	AFA ID		CFDA No.	20.205
AFA CSJs				CFDA Title	Highway Planning and Construction
District #	06	Code Chart 64#	28100		
Project Name	HSIP2024-Texas Ave. Intersection Improvements			AFA Not Used For Research & Development	

completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

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- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds

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due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.

- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

Remedies

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This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The

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engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of

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Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to

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the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.

- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

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Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of Midland ATTN: Tommy Gonzalez City Manager 300 N. Loraine, P.O. Box 1152 Midland, Texas 79702	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a

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monthly basis or as required by the State. The originals shall remain the property of the Local Government. .

Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway

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Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

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Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

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- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

TxDOT:				Federal Highway Administration:	
CCSJ #	0906-32-064	AFA ID		CFDA No.	20.205
AFA CSJs				CFDA Title	Highway Planning and Construction
District #	06	Code Chart 64#	28100		
Project Name	HSIP2024-Texas Ave. Intersection Improvements			AFA Not Used For Research & Development	

Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

TxDOT:				Federal Highway Administration:	
CCSJ #	0906-32-064	AFA ID		CFDA No.	20.205
AFA CSJs				CFDA Title	Highway Planning and Construction
District #	06	Code Chart 64#	28100		
Project Name	HSIP2024-Texas Ave. Intersection Improvements			AFA Not Used For Research & Development	

Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the

TxDOT:					Federal Highway Administration:	
CCSJ #	0906-32-064	AFA ID			CFDA No.	20.205
AFA CSJs					CFDA Title	Highway Planning and Construction
District #	06	Code Chart 64#	28100			
Project Name		HSIP2024-Texas Ave. Intersection Improvements			AFA Not Used For Research & Development	

Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

TxDOT:				Federal Highway Administration:	
CCSJ #	0906-32-064	AFA ID		CFDA No.	20.205
AFA CSJs				CFDA Title	Highway Planning and Construction
District #	06	Code Chart 64#	28100		
Project Name	HSIP2024-Texas Ave. Intersection Improvements			AFA Not Used For Research & Development	

Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Typed or Printed Title

Date

Signature

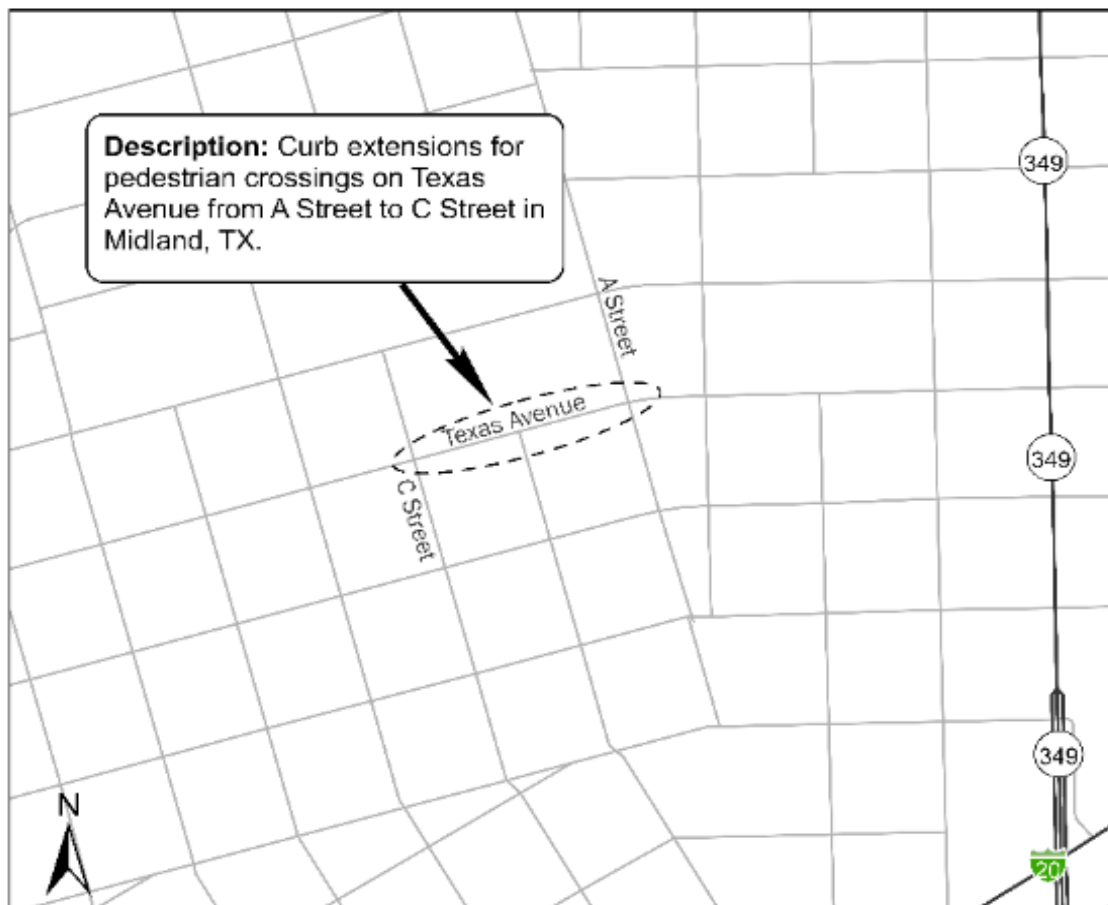
Typed or Printed Name

Typed or Printed Title

Date

TxDOT:				Federal Highway Administration:	
CCSJ #	0906-32-064	AFA ID	Z00009025	CFDA No.	20.205
AFA CSJs				CFDA Title	Highway Planning and Construction
District #	06	Code Chart 64#	28100		
Project Name	2024HISP-Texas Ave. Intersection Improvements			AFA Not Used For Research & Development	

ATTACHMENT A LOCATION MAP SHOWING PROJECT



TxDOT:				Federal Highway Administration:	
CCSJ #	0906-32-064	AFA ID	Z00009025	CFDA No.	20.205
AFA CSJs				CFDA Title	Highway Planning and Construction
District #	06	Code Chart 64#	28100		
Project Name	2024HSIP-Texas Ave. Intersection Improvements			AFA Not Used For Research & Development	

ATTACHMENT B PROJECT BUDGET

Construction costs will be allocated based on 90% Federal funding, 0% State funding and 10% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Engineering (by Local Government)	\$200,000.00	0%	\$0	0%	\$0	100%	\$200,000.00
Construction (by State)	\$1,187,474.00	90%	\$1,068,725.70	0%	\$0	10%	\$118,747.30
Subtotal	\$1,387,474.00		\$1,068,725.70		\$0		\$318,747.30
Environmental Direct State Costs	\$1,500	0%	\$0	0%	\$0	100%	\$1,500
Right of Way Direct State Costs	\$1,500	0%	\$0	0%	\$0	100%	\$1,500
Engineering Direct State Costs	\$6,100	0%	\$0	0%	\$0	100%	\$6,100
Utility Direct State Costs	\$1,500	0%	\$0	0%	\$0	100%	\$1,500
Construction Direct State Costs	\$18,000	0%	\$0	0%	\$0	100%	\$18,000
Indirect State Costs	\$54,623.76	0%	\$0	100%	\$54,623.76	0%	\$0
Subtotal	\$83,223.76		\$1,068,725.70		\$54,623.76		\$28,600.00
TOTAL	\$1,470,697.76		\$1,068,725.70		\$54,623.76		\$347,347.30

Initial payment by the Local Government to the State: \$10,600.00

Payment by the Local Government to that State before construction: \$136,747.30

Estimated total payment by the Local Government to the State \$147,347.30

This is an estimate. The final amount of Local Government participation will be based on actual costs.

INDEX OF SHEETS

SEE SHEET 2

STATE OF TEXAS
DEPARTMENT OF TRANSPORTATION

PLANS OF PROPOSED
PEDESTRIAN SAFETY IMPROVEMENTS

CITY OF MIDLAND
CSJ: 0906-32-064 PROJECT NO. N/A

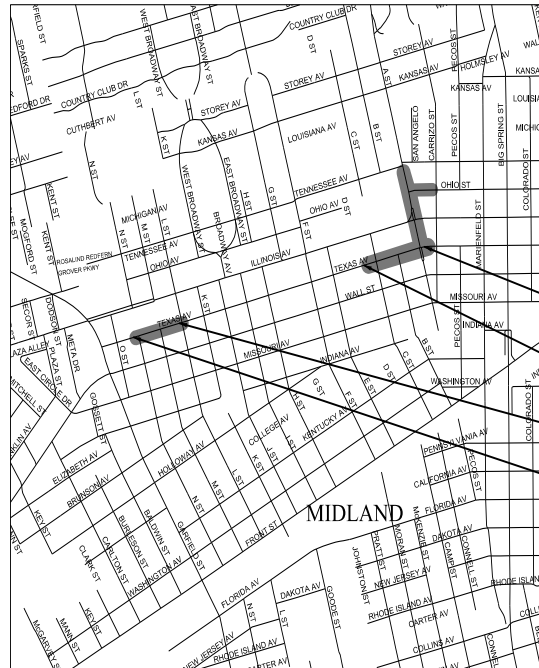
MIDLAND COUNTY

LIMITS: W TEXAS AVE AND W ILLINOIS AVE
IN THE CITY OF MIDLAND

TOTAL LENGTH OF PROJECT = 1,400 FT. = 0.27 MI.

TYPE OF WORK: FOR THE CONSTRUCTION OF PEDESTRIAN SAFETY IMPROVEMENTS
CONSISTING OF: GRADING, HOT MIX, CONCRETE PAVEMENT, TRAFFIC
SIGNALS, SIGNAGE AND PAVEMENT MARKINGS

MIDLAND COUNTY
SCALE: NTS
ODESA
DISTRICT



END PROJECT
CSJ 0906-32-064
STA 52+15, TEXAS AVE

BEGIN PROJECT
CSJ 0906-32-064
STA 40+00, TEXAS AVE

END PROJECT
CSJ 0906-32-064
STA 8+57, TEXAS AVE

BEGIN PROJECT
CSJ 0906-32-064
STA 1+00, TEXAS AVE

NOTE: TDLR INSPECTION REQUIRED

Registered Accessibility Specialist (RAS)
inspection required. TDLR No. EABPRJ:

NOTE:

SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION,
NOVEMBER 1, 2014, AND THE CONTRACT PROVISIONS LISTED AND DATED AS
FOLLOWING SHALL GOVERN ON THIS PROJECT: REQUIRED CONTRACT PROVISIONS
FOR ALL FEDERAL-AID CONSTRUCTION CONTRACTS (FORM FHWA 1273, JULY 5,
2022)

EQUATIONS: NONE
EXCEPTIONS: NONE
RAILROAD CROSSINGS: NONE

23.27

DESIGN	FED. RD. DIV. NO.	FEDERAL AID or STATE PROJECT NO.	HIGHWAY NO.
HALFF	6	XX XXX (XXX) XX	N/A
GRAPHICS	STATE	DISTRICT	COUNTY
PAF	TEXAS	ODA	MIDLAND
CHECK	CONTROL	SECTION	JOB
DMS	0906	32	064
CHECK			
DMS			

DESIGN SPEED = TEXAS = 30 MPH
ILLINOIS = 30 MPH
STREET A = 35 MPH

FINAL PLANS

NAME OF CONTRACTOR: _____

DATE OF LETTING: _____

DATE WORK BEGAN: _____

DATE WORK COMPLETED: _____

DATE WORK ACCEPTED: _____

SUMMARY OF CHANGE ORDERS:



3417 73RD STREET, SUITE 12
LUBBOCK, TX 79423
TSP/E/S ENGINEERING FIRM #312

HALFF ASSOCIATES, INC.
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SUPERVISION OF:

DAVID M. SMITH 102401 1/5/2024
Name PE# Date

TEXAS DEPARTMENT OF TRANSPORTATION

CONCURRENCE: _____ 20 _____

DIRECTOR OF CAPITAL IMPROVEMENTS
CITY OF MIDLAND

SUBMITTED
FOR LETTING: _____ 20 _____

_____, P.E.
AREA ENGINEER

RECOMMENDED
FOR LETTING: _____ 20 _____

_____, P.E.
DIRECTOR OF TRANSPORTATION
PLANNING AND DEVELOPMENT

APPROVED
February 13, 2024 _____ 20 _____

_____, P.E.
DISTRICT ENGINEER

at \\450008\45715\009\PM\CADD\Sheets\C-PLAN-INDX-01-45715-009.dgn DATE: 1/5/2024 TIME: 3:46:29 PM PROJECT # 45715 OFFICE: MLD

SHEET NO. DESCRIPTION

I. GENERAL

1	TITLE SHEET
2	INDEX OF SHEETS
GENERAL NOTES (NOT INCLUDED THIS SUBMITTAL)	
3 - 4	SUMMARY OF QUANTITIES
5 - 6	PROJECT LAYOUT
7 - 18	TYPICAL SECTIONS

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---------	--

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35	TCP(2-4)

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69	CDD (FTW)
70	CSWD (FTW)
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76	TRENCH DRAIN DETAILS
77	DECOMPOSED GRANITE DETAIL

IV. RETAINING WALL

NO PLANS IN THIS SECTION

V. DRAINAGE

NO PLANS IN THIS SECTION

VI. BRIDGES

NO PLANS IN THIS SECTION

VII. ILLUMINATION

NO PLANS IN THIS SECTION

SHEET NO. DESCRIPTION

VIII. TRAFFIC ITEMS

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94 - 96	SMD (SLIP 1 THRU SLIP 3)-08 - SIGN MOUNTING DETAILS TRIANGULAR SLIP BASE SYSTEM
97 - 101	PM(1)-22 THRU PM(5)-22
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103	ED(1)-14
104	ED(3)-14
105	ED(4)-14
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DAVID M. SMITH 102401 1/5/2024
Name PE# Date

NO.	REVISION	BY	DATE
-----	----------	----	------



W TEXAS AVE AND W ILLINOIS AVE
PEDESTRIAN SAFETY IMPROVEMENTS

INDEX OF SHEETS

SCALE: NONE		Sheet 1 of 1	
DESIGN HALFF	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
DESIGN HALFF	STATE	COUNTY	N/A
CHECK DMS	CONTROL	SECTION	JOB
CHECK JTH	0906	32	064
			2

PACKET

23.28

February 13, 2024

at \45000s\45715\009 PM\CADD\Sheets\C-PLAN-QUAN-SUM-01-45715-009.dgn DATE: 1/5/2024 TIME: 3: 46: 30 PM PROJECT # 45715 OFFICE: MLD

SUMMARY OF REMOVAL ITEMS						
LOCATION	104 6001	104 6029	104 6036	105 6011	677 6002	677 6007
	REMOVING CONC (PAV)	REMOVING CONC (CURB OR CURB & GUTTER)	REMOVING CONC (SIDEWALK OR RAMP)	REMOVING STAB BASE AND ASPH PAV (2'-6")	ELIM EXT PAV MRK & MRKS (6")	ELIM EXT PAV MRK & MRKS (24")
	SY	LF	SY	SY	LF	LF
CSJ: 0906-32-064	547	870	683	1642	229	124
PROJECT TOTALS	547	870	683	1642	229	124

SUMMARY OF ROADWAY ITEMS											
LOCATION	110 6001	160 6003	162 6002	247 6061	340 6011	340 6122	350 6001	432 6001	479 6001	479 6004	479 6005
	EXCAVATION (ROADWAY)	FURNISHING AND PLACING TOPSOIL (4")	BLOCK SODDING	FL BS (CMP IN PLC) (TYA, GR1-2) (6")	D-GR HMA(SQ) TY-B PG64-22	D-GR HMA(SQ) TY-D PG70-22	MICROSURFACING	RIPRAP (CONC) (4 IN)	ADJUSTING MANHOLES	ADJUSTING MANHOLES (SANITARY)	ADJUSTING MANHOLES (WATER VALVE BOX)
	CY	SY	SY	SY	TON	TON	TON	CY	EA	EA	EA
CSJ: 0906-32-064	242	86	86	856	63	42	157	8	1	1	8
PROJECT TOTALS	242	86	86	856	63	42	157	8	1	1	8

SUMMARY OF ROADWAY ITEMS										
LOCATION	529 6008	530 6004	531 6001	531 6004	531 6006	531 6016	531 6037	2004 6001	7266 6237	XXXX XXXX
	CONC CURB & GUTTER (TY 11)	DRIVEWAYS (CONC)	CONC SIDEWALKS (4")	CURB RAMPS (TY 1)	CURB RAMPS (TY 3)	CURB RAMPS (TY 21)	CURB RAMP (TY 1) (MOD)	DECOMPOSED GRANITE (3" DEPTH)	ADJUST OR RELOC EXIST FIRE HYDRANT	TRENCH DRAIN (18")
	LF	SY	SY	EA	EA	EA	EA	SY	EA	LF
CSJ: 0906-32-064	2036	18	1675	22	2	3	7	29	4	761
PROJECT TOTALS	2036	18	1675	22	2	3	7	29	4	761

SUMMARY OF TRAFFIC SIGNAL ITEMS								
LOCATION	618 6023	620 6009	624 6007	684 6029	684 6031	687 6001	687 6002	690 6006
	COND. (PVC) (SCH 40) (2")	ELEC CONDR (NO.6) BARE	GROUND BOX TY C (162911)	TRF SIG CBL (TY A) (14 AWG) (3 CONDR)	TRF SIG CBL (TY A) (14 AWG) (5 CONDR)	PED POLE ASSEMBLY	PEDESTRIAN PUSH BUTTON POLE	REMOVAL OF GROUND BOXES
	LF	LF	EA	LF	LF	EA	EA	EA
CSJ: 0906-32-064	155	155	7	1020	940	7	1	7
PROJECT TOTALS	155	155	7	1020	940	7	1	7

SUMMARY OF TRAFFIC SIGNAL ITEMS				
LOCATION	690 6089	690 6094	690 6095	690 6123
	REMOVE PED POLE ASSM	REMOV PED SIG LED TRAF SIG LAMP UNIT	INSTALL PED SGN LED TRAF SIG AMP UNIT	RELOCATE OF PEDESTRIAN PUSH BUTTON
	EA	EA	EA	EA
CSJ: 0906-32-064	2	4	6	13
PROJECT TOTALS	2	4	6	13

SUMMARY OF SIGNING ITEMS				
LOCATION	636 6001	644 6001	644 6075	644 6076
	ALUMINUM SIGNS (TY A)	IN SM RD SN SUP&AM TY10BWG(11)SA(P)	RELOCATE SM RD SN SUP&AM(SIGN ONLY)	REMOVE SM RD SN SUP&AM
	SF	EA	EA	EA
CSJ: 0906-32-064	145	30	4	20
PROJECT TOTALS	145	30	4	20

PACKET

23.29

February 13, 2024

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DAVID M. SMITH 102401 1/5/2024
Name PE# Date

NO.	REVISION	BY	DATE

 3417 73RD STREET, SUITE 12
LUBBOCK, TX 79424
TBEELS ENGINEERING FIRM #512

 TEXAS Department of Transportation
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W TEXAS AVE AND W ILLINOIS AVE
PEDESTRIAN SAFETY IMPROVEMENTS

QUANTITY SUMMARY

SCALE: NONE Sheet 1 of 2

DESIGN HALFF	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
HALFF	TX	*	N/A
HALFF	STATE	DISTRICT	SHEET NO.
CHECK DMS	TEXAS	ODA	MIDLAND
CHECK JTH	CONTROL	SECTION	JOB
	0906	32	064

3

at \\45000s\45715\009\PM\CADD\Sheets\C-PLAN-QUAN-SUM-02-45715-009.dgn DATE: 1/5/2024 TIME: 3:46:31 PM PROJECT # 45715 OFFICE: MLD

SUMMARY OF PAVEMENT MARKING ITEMS											
LOCATION	666 6003	666 6015	666 6018	666 6024	666 6042	666 6045	666 6048	666 2087	666 6054	666 6105	666 6111
	REFL PAV MRK TY I (W) 4" (BRK) (100M IL)	REFL PAV MRK TY I (W) 6" (BRK) (100M IL)	REFL PAV MRK TY I (W) 6" (DOT) (100M IL)	REFL PAV MRK TY I (W) 6" (SLD) (100M IL)	REFL PAV MRK TY I (W) 12" (SLD) (100 MIL)	REFL PAV MRK TY I (W) 18" (SLD) (100 MIL)	REFL PAV MRK TY I (W) 24" (SLD) (100 MIL)	REFL PAV MRK TY I (W) (SYMBOL) (100MIL)	REFL PAV MRK TY I (W) (ARROW) (100M IL)	REFL PAV MRK TY I (W) (BIKE ARW) (100MIL)	REFL PAV MRK TY I (W) (BIKE SYML) (100MIL)
	LF	LF	LF	LF	LF	LF	LF	EA	EA	EA	EA
CSJ: 0906-32-064	560	210	369	4545	87	174	840	2	3	13	13
PROJECT TOTALS	560	210	369	4545	87	174	840	2	3	13	13

SUMMARY OF PAVEMENT MARKING ITEMS										
LOCATION	666 6129	666 6135	672 2012	672 2015	672 2017	678 6001	678 6002	678 6006	678 6007	678 6008
	REFL PAV MRK TY I (Y) 6" (BRK) (100M IL)	REFL PAV MRK TY I (Y) 6" (SLD) (100M IL)	REFL PAV MRKR TY I-C	REFL PAV MRKR TY II-A-A	REFL PAV MRKR TY II-C-R	PAV SURF PREP FOR MRK (4")	PAV SURF PREP FOR MRK (6")	PAV SURF PREP FOR MRK (12")	PAV SURF PREP FOR MRK (18")	PAV SURF PREP FOR MRK (24")
	LF	LF	EA	EA	EA	LF	LF	LF	LF	LF
CSJ: 0906-32-064	100	1139	4	5	32	560	6363	87	174	840
PROJECT TOTALS	100	1139	4	5	32	560	6363	87	174	840

PACKET

23.30

February 13, 2024

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NO.	REVISION	BY	DATE



3417 13RD STREET, SUITE 12
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TBEELS ENGINEERING FIRM #512



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QUANTITY SUMMARY

SCALE: NONE Sheet 2 of 2

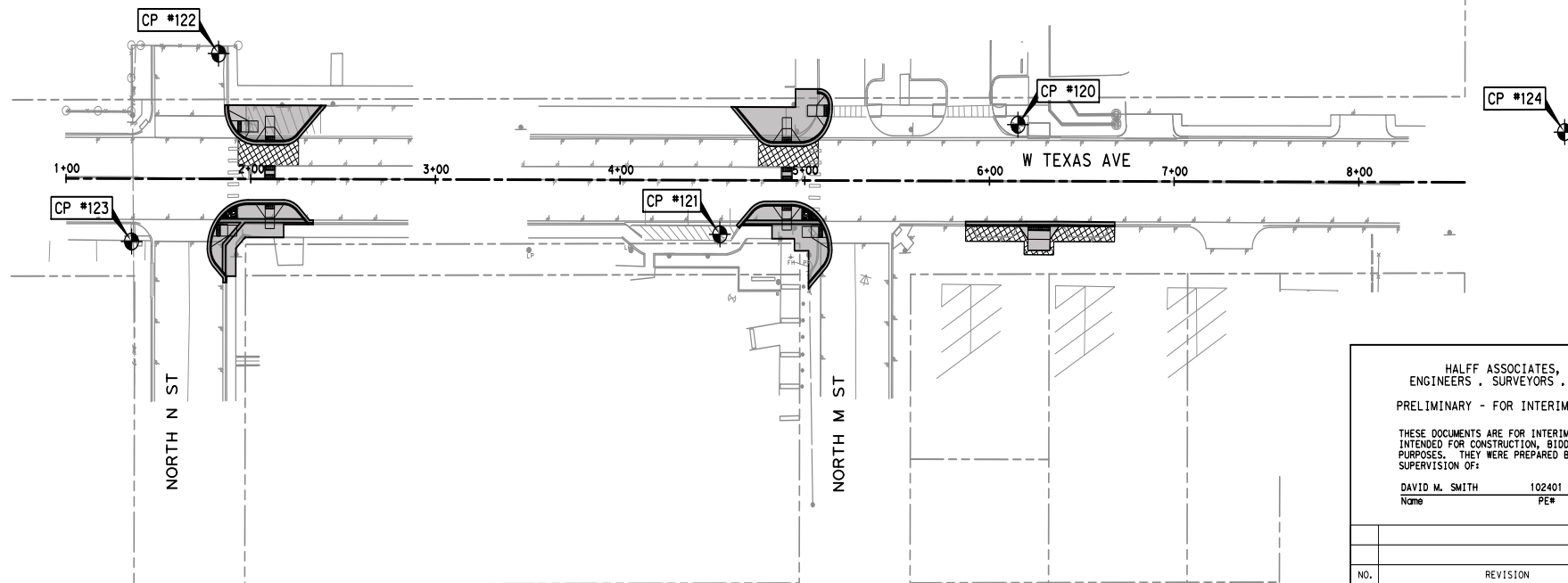
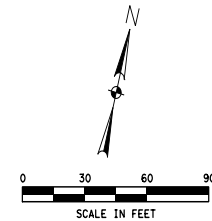
DESIGN HALFF	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
HALFF	X	*	N/A
CHECK DMS	STATE	DISTRICT	COUNTY
CHECK JTH	TEXAS	ODA	MIDLAND
	CONTROL	SECTION	JOB
	0906	32	064

4

At: \\450008\45715\009\PM\CADD\Sheets\C-PLAN-PROJ-01-45715-009.dgn DATE: 1/5/2024 TIME: 13:46:37 PM PROJECT # 45715 OFFICE: MLD

CONTROL POINT COORDINATES				
POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
120	10695069.100	1750375.102	2805.882	BM*CP_120
121	10694979.08	1750231.696	2806.887	BTN
122	10694992.49	1749948.339	2809.122	BTN
123	10694895.93	1749924.339	2809.447	BTN
124	10695143.1	1750662.341	2803.577	BTN

CENTERLINE COORDINATES W TEXAS AVE			
STATION	NORTHING	EASTING	DESCRIPTION
1+00.00	10694916.7350	1749882.8535	START W TEXAS AVE
8+57.38	10695107.3156	1750615.8616	END W TEXAS AVE



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DAVID M. SMITH 102401 1/5/2024
Name PE# Date

NO.	REVISION	BY	DATE



W TEXAS AVE AND W ILLINOIS AVE
PEDESTRIAN SAFETY IMPROVEMENTS
PROJECT LAYOUT
W TEXAS AVE
NORTH M ST TO NORTH N ST

SCALE: 1" = 60'	Sheet 1 of 2		
DESIGN HALFF	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
CHECKS HALFF	STATE	COUNTY	N/A
CHECK DMS	TEXAS	ODA	MIDLAND
CHECK JTH	0906	32	064
			5

PACKET

23.31

February 13, 2024

CONTROL POINT COORDINATES				
POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
126	10695369.98	1754181.735	2783.414	BTRA
127	10694777.67	1754237.533	2786.697	BTN
128	10694896.67	1754386.774	2785.087	BTRA
129	10694680.58	1753520.502	2789.903	BTRA
130	10694596.36	1753611.672	2790.312	BTRA
133	10694908.75	1753212.856	2790.038	BTRA

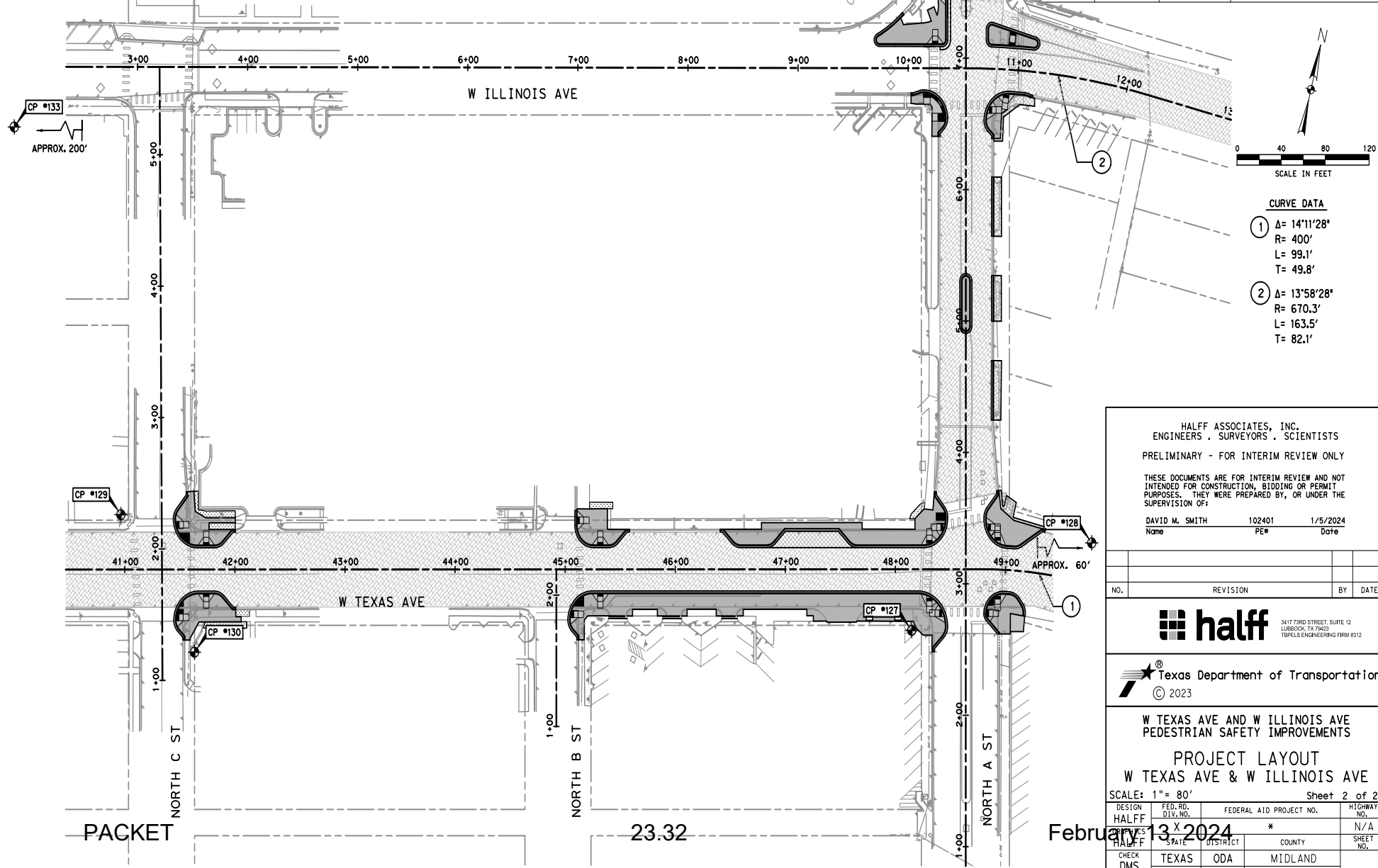
CENTERLINE COORDINATES W TEXAS AVE			
STATION	NORTHING	EASTING	DESCRIPTION
40+00.00	10695901.1417	1753648.3358	START W TEXAS AVE
48+80.79	10696124.9469	1754500.2219	P.C.
49+79.87	10696138.0581	1754598.1670	P.T.
52+14.70	10696140.2261	1754832.9956	END W TEXAS AVE

CENTERLINE COORDINATES W ILLINOIS AVE			
STATION	NORTHING	EASTING	DESCRIPTION
1+00.00	10696248.8640	1753465.6277	START W ILLINOIS AVE
10+54.71	10696490.0790	1754389.3624	P.C.
12+18.19	10696511.7819	1754550.9910	P.T.
13+74.20	10696513.5805	1754706.9841	END W ILLINOIS AVE

CENTERLINE COORDINATES NORTH A ST			
STATION	NORTHING	EASTING	DESCRIPTION
1+00.00	10695916.4976	1754537.4054	START NORTH A ST
8+66.77	10696658.2135	1754342.9802	END NORTH A ST

CENTERLINE COORDINATES NORTH B ST			
STATION	NORTHING	EASTING	DESCRIPTION
1+00.00	10695910.4737	1754154.5174	START NORTH B ST
2+19.59	10696026.1409	1754124.1297	END NORTH B ST

CENTERLINE COORDINATES NORTH C ST			
STATION	NORTHING	EASTING	DESCRIPTION
1+00.00	10695853.6669	1753799.5355	START NORTH C ST
5+71.45	10696308.9855	1753677.2613	END NORTH C ST



CURVE DATA

- ① Δ= 14°11'28"
R= 400'
L= 99.1'
T= 49.8'
- ② Δ= 13°58'28"
R= 670.3'
L= 163.5'
T= 82.1'

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DAVID M. SMITH 102401 1/5/2024
Name PE# Date

NO.	REVISION	BY	DATE



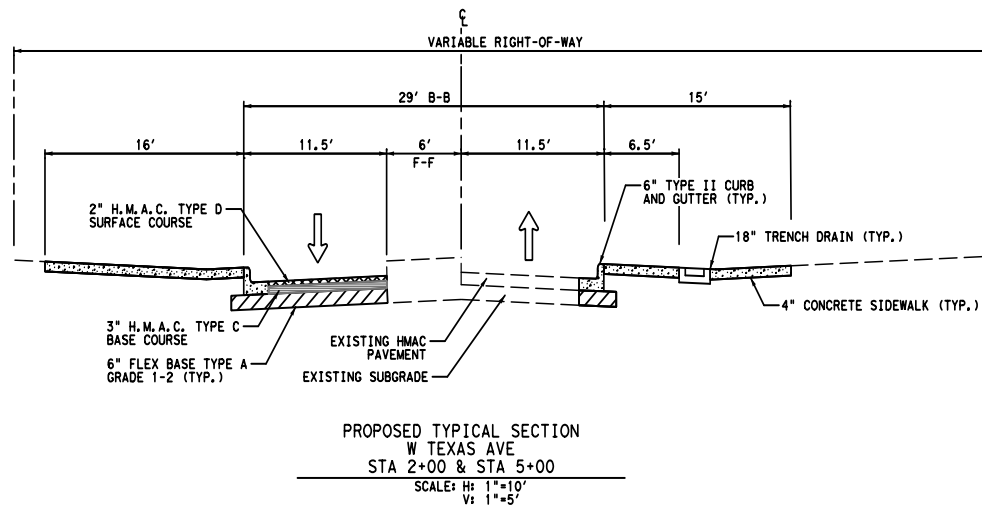
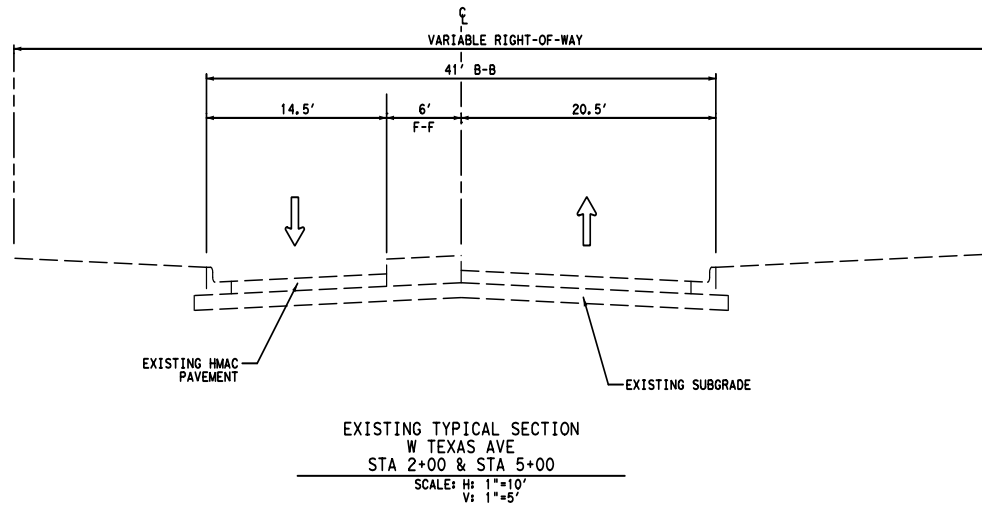
3417 73RD STREET, SUITE 12
LUBBOCK, TX 79424
TTBELS ENGINEERING FIRM #512



W TEXAS AVE AND W ILLINOIS AVE
PEDESTRIAN SAFETY IMPROVEMENTS

PROJECT LAYOUT
W TEXAS AVE & W ILLINOIS AVE

SCALE: 1" = 80'		Sheet 2 of 2	
DESIGN HALFF	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
HALFF	STATE	DISTRICT	COUNTY
CHECK DMS	TEXAS	ODA	MIDLAND
CHECK JTH	CONTROL	SECTION	JOB
0906	32	064	6

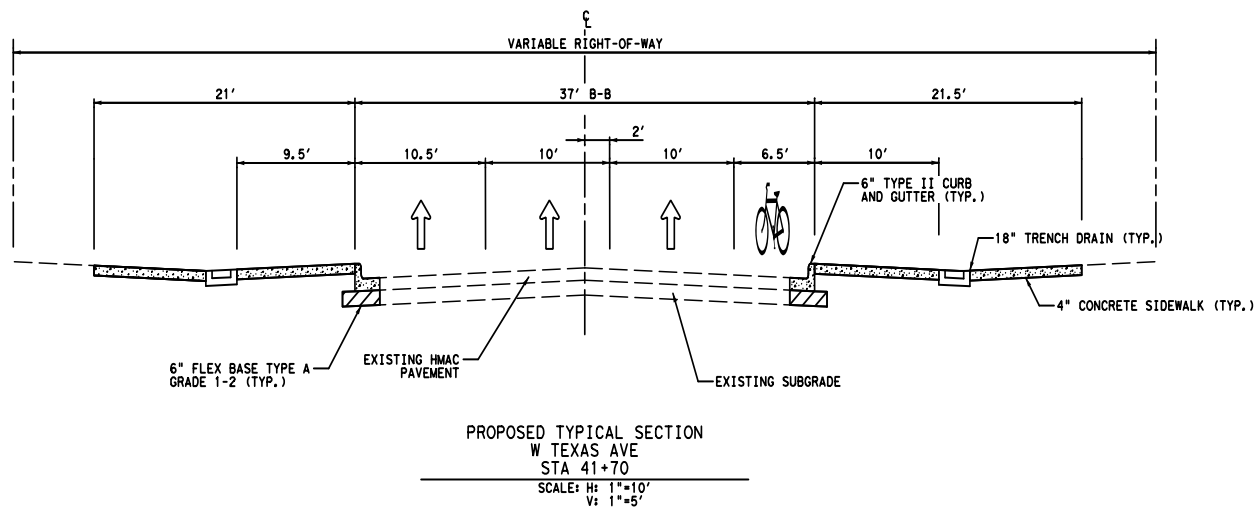
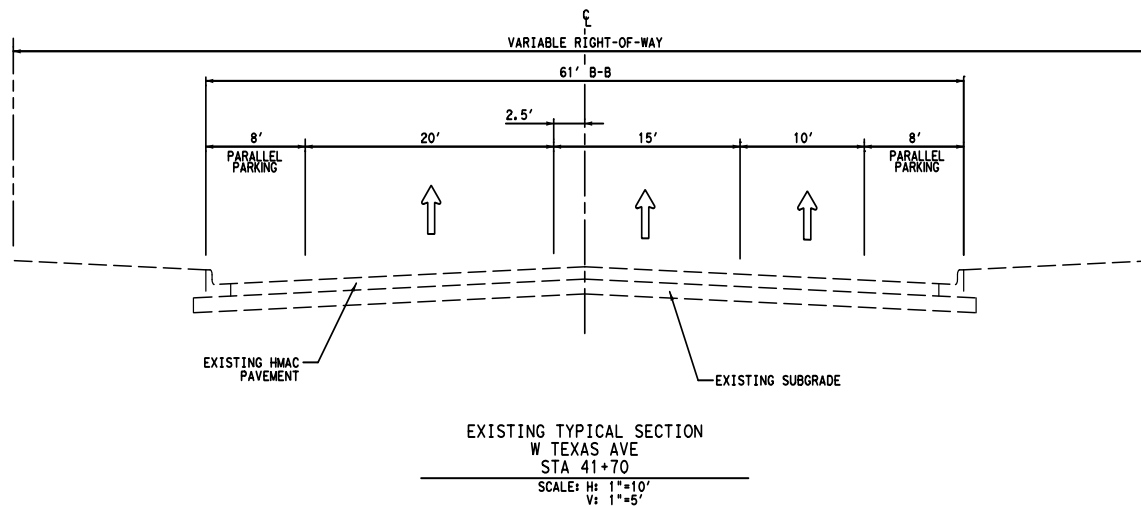


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Texas Department of Transportation © 2023			
W TEXAS AVE AND W ILLINOIS AVE PEDESTRIAN SAFETY IMPROVEMENTS TYPICAL SECTIONS W TEXAS AVE			
SCALE: 1" = 10'		Sheet 1 of 12	
DESIGN HALFF	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
CHECKS HALFF	STATE	DISTRICT	COUNTY
CHECK DMS	TEXAS	ODA	MIDLAND
CHECK JTH	0906	32	064
			7

February 13, 2024

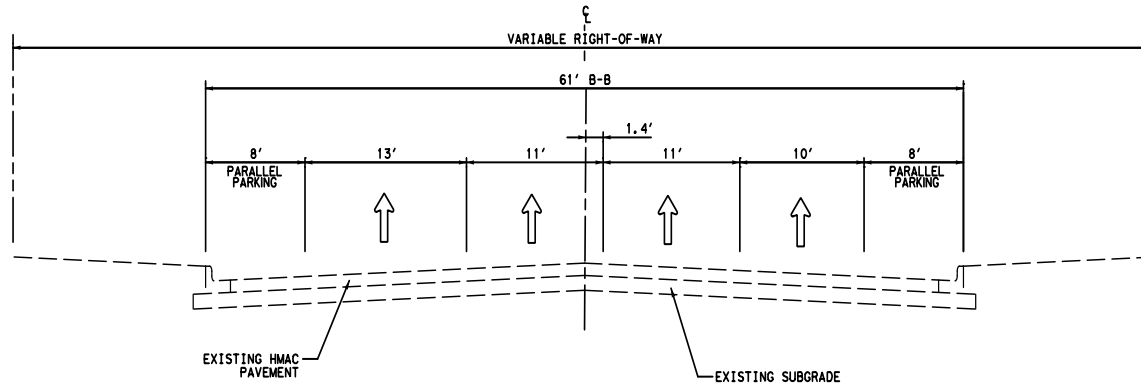


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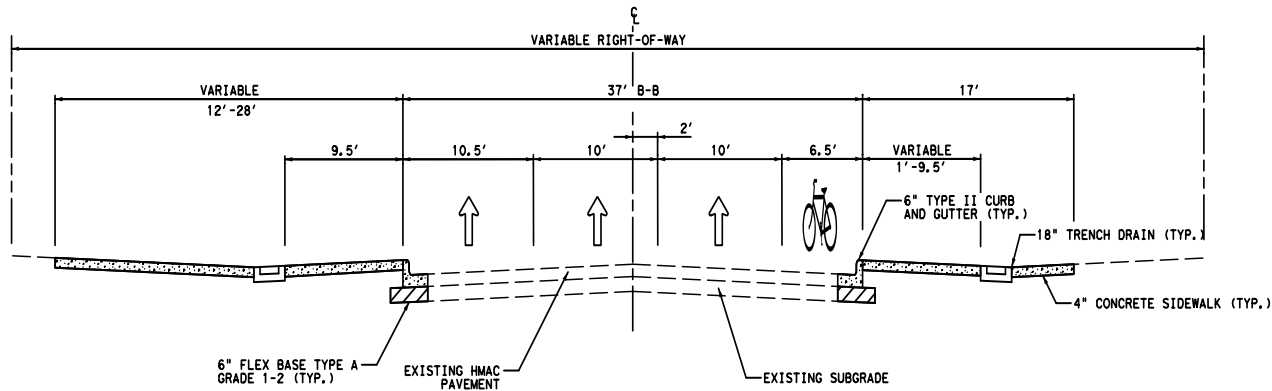
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Texas Department of Transportation © 2023			
W TEXAS AVE AND W ILLINOIS AVE PEDESTRIAN SAFETY IMPROVEMENTS			
TYPICAL SECTIONS W TEXAS AVE			
SCALE: 1"= 10'		Sheet 2 of 12	
DESIGN HALFF	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
CHECKS HALFF	STATE	DISTRICT	COUNTY
CHECK DMS	TEXAS	ODA	MIDLAND
CHECK JTH	0906	32	064
			8

February 13, 2024



EXISTING TYPICAL SECTION
W TEXAS AVE
STA 45+30 TO STA 49+00
SCALE: H: 1"=10'
V: 1"=5'



PROPOSED TYPICAL SECTION
W TEXAS AVE
STA 45+30 TO STA 49+00
SCALE: H: 1"=10'
V: 1"=5'

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Name PE# Date

NO.	REVISION	BY	DATE

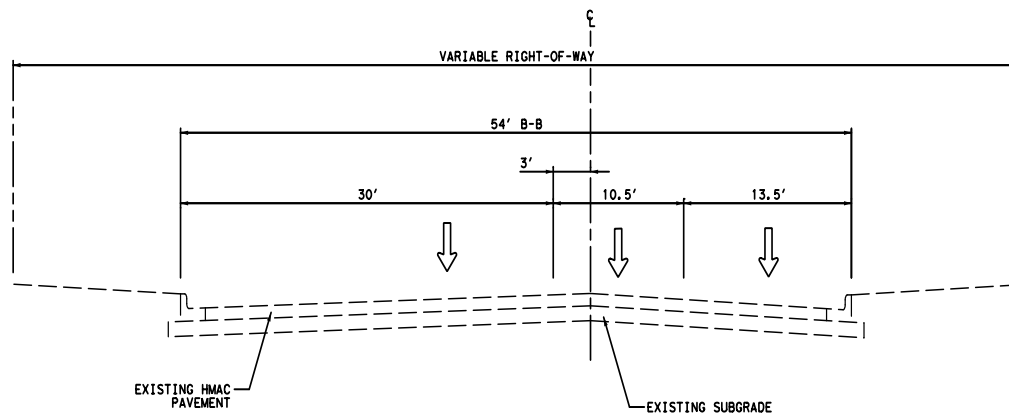
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TBEELS ENGINEERING FIRM #512

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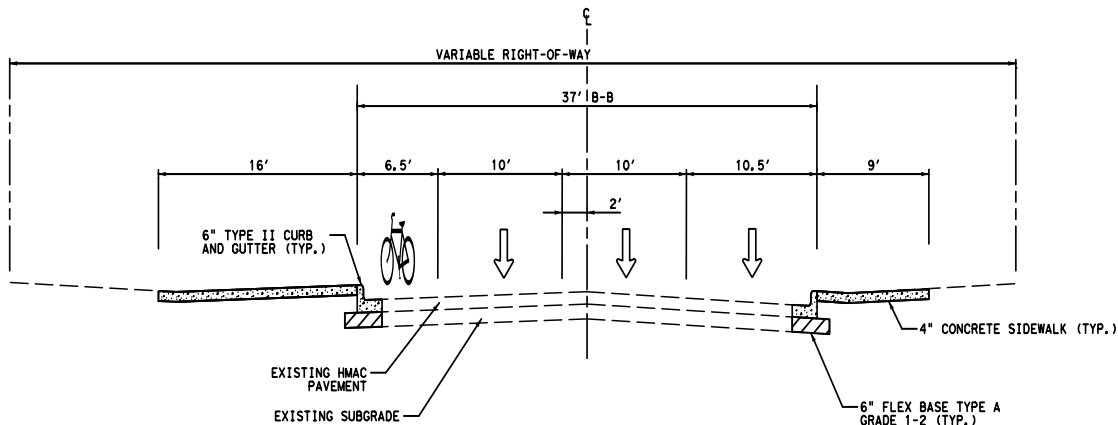
W TEXAS AVE AND W ILLINOIS AVE
PEDESTRIAN SAFETY IMPROVEMENTS

TYPICAL SECTIONS
W TEXAS AVE

SCALE: 1"= 10'	Sheet 3 of 12		
DESIGN HALFF	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
CHECKS HALFF	STATE	DISTRICT	COUNTY
CHECK DMS	TEXAS	ODA	MIDLAND
CHECK JTH	0906	32	064
February 13, 2024			N/A
			SHEET NO.
			9



EXISTING TYPICAL SECTION
W ILLINOIS AVE
STA 10+15
SCALE: H: 1"=10'
V: 1"=5'



PROPOSED TYPICAL SECTION
W ILLINOIS AVE
STA 10+15
SCALE: H: 1"=10'
V: 1"=5'

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DAVID M. SMITH 102401 1/5/2024
Name PE# Date

NO.	REVISION	BY	DATE

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LUBBOCK, TX 79424
TBEELS ENGINEERING FIRM #512

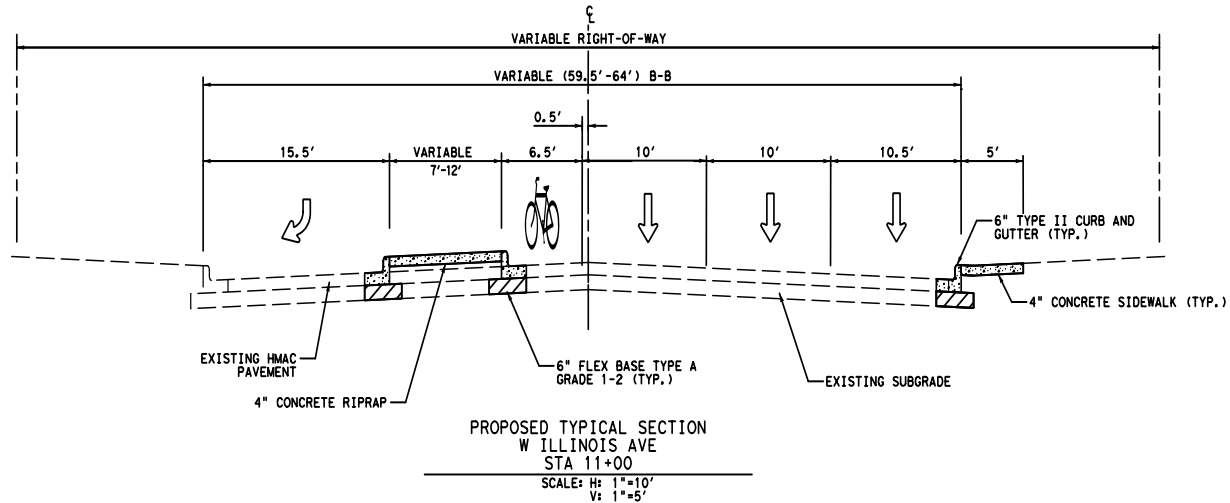
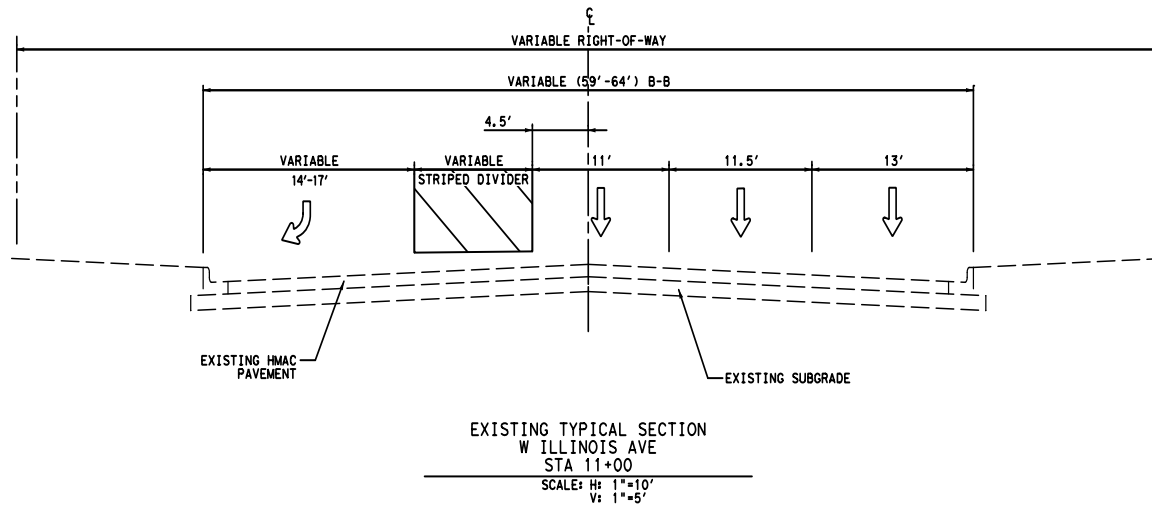
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W TEXAS AVE AND W ILLINOIS AVE
PEDESTRIAN SAFETY IMPROVEMENTS

TYPICAL SECTIONS
W ILLINOIS AVE

SCALE: 1"= 10'	Sheet 4 of 12		
DESIGN HALFF	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
CHECKS HALFF	STATE	DISTRICT	COUNTY
CHECK DMS	TEXAS	ODA	MIDLAND
CHECK JTH	0906	32	064
			10

February 13, 2024

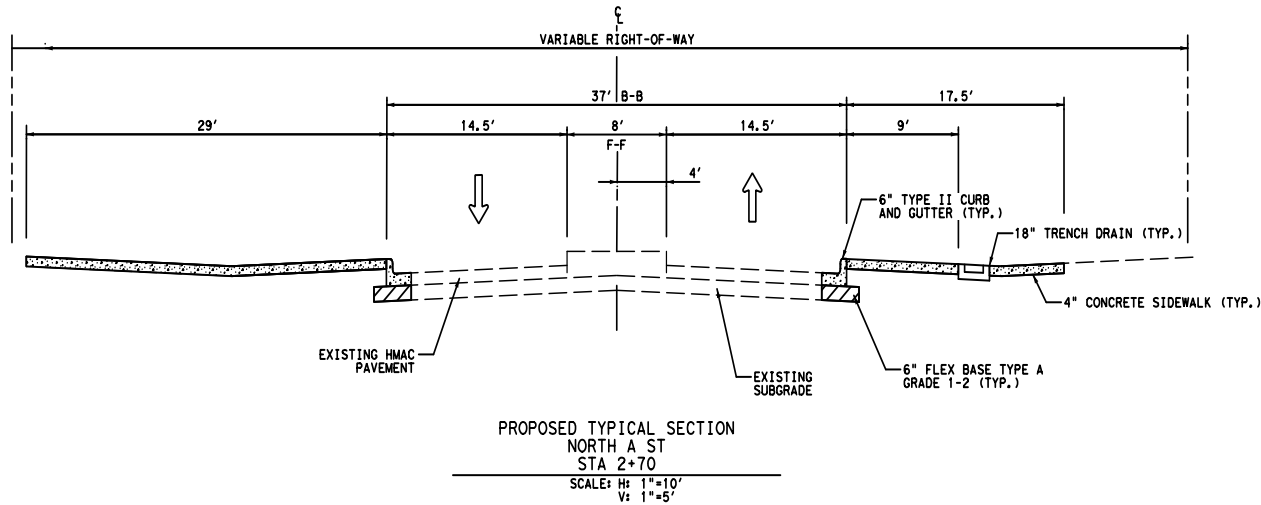
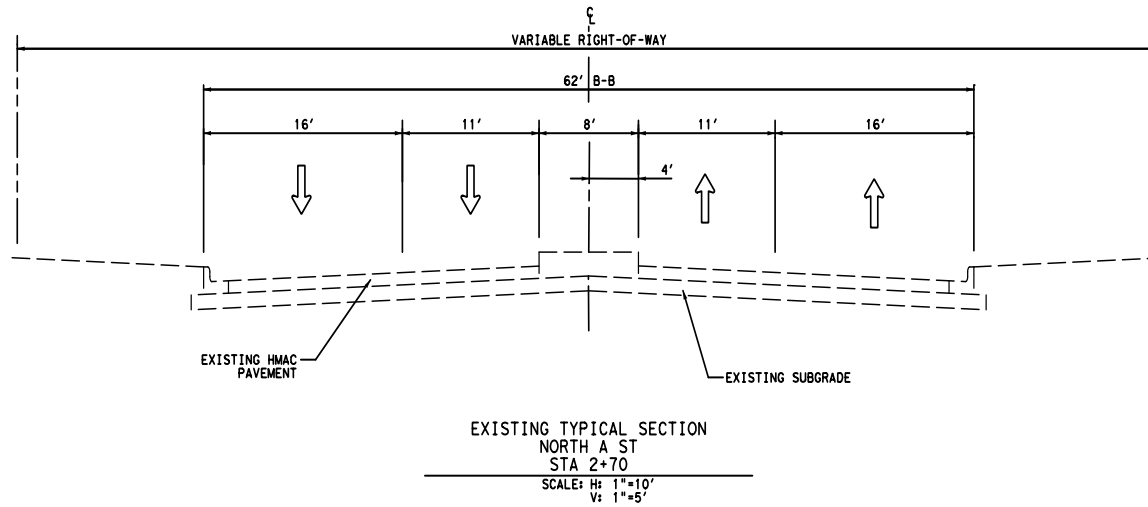


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W TEXAS AVE AND W ILLINOIS AVE PEDESTRIAN SAFETY IMPROVEMENTS TYPICAL SECTIONS W ILLINOIS AVE			
SCALE: 1"= 10'		Sheet 5 of 12	
DESIGN HALFF	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
CHECKS HALFF	STATE	DISTRICT	COUNTY
CHECK DMS	TEXAS	ODA	MIDLAND
CHECK JTH	0906	32	064
			11

February 13, 2024

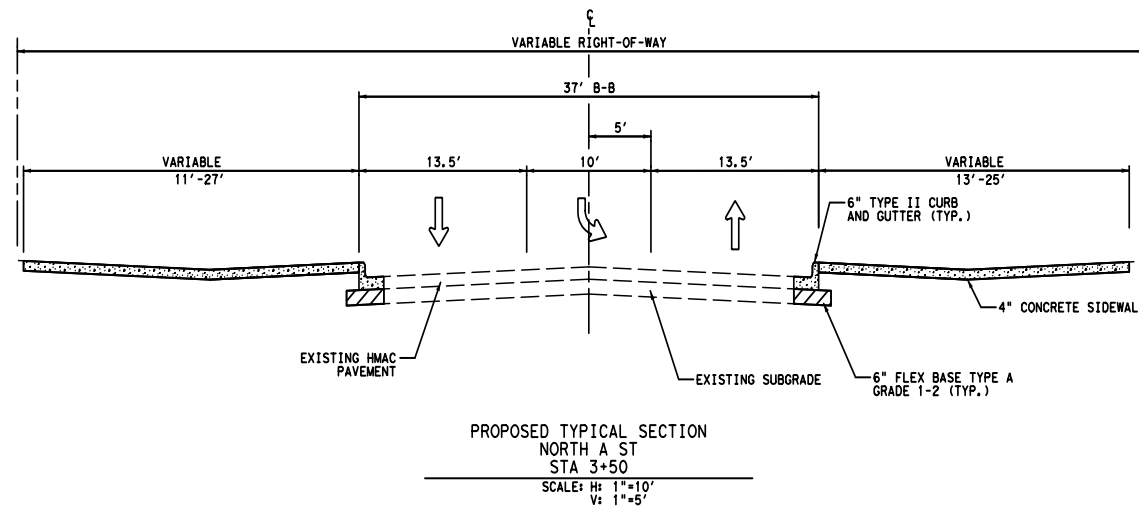
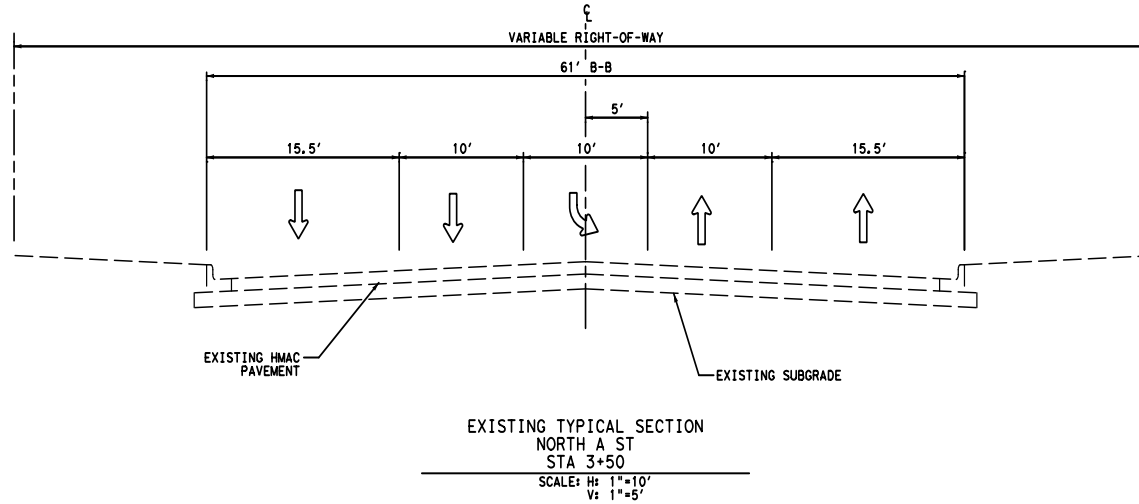


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NO.	REVISION	BY	DATE
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W TEXAS AVE AND W ILLINOIS AVE PEDESTRIAN SAFETY IMPROVEMENTS TYPICAL SECTIONS NORTH A ST			
SCALE: 1" = 10'		Sheet 6 of 12	
DESIGN HALFF	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
CHECKS HALFF	STATE	DISTRICT	COUNTY
CHECK DMS	TEXAS	ODA	MIDLAND
CHECK JTH	0906	32	064
			12

February 13, 2024

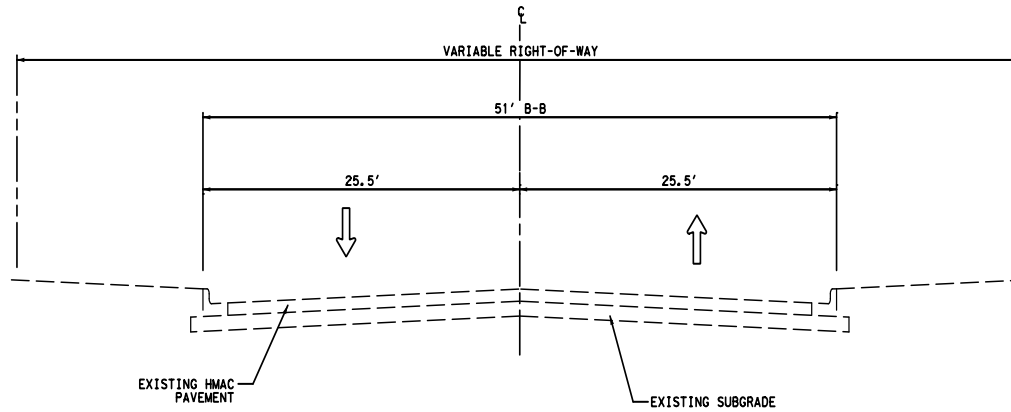


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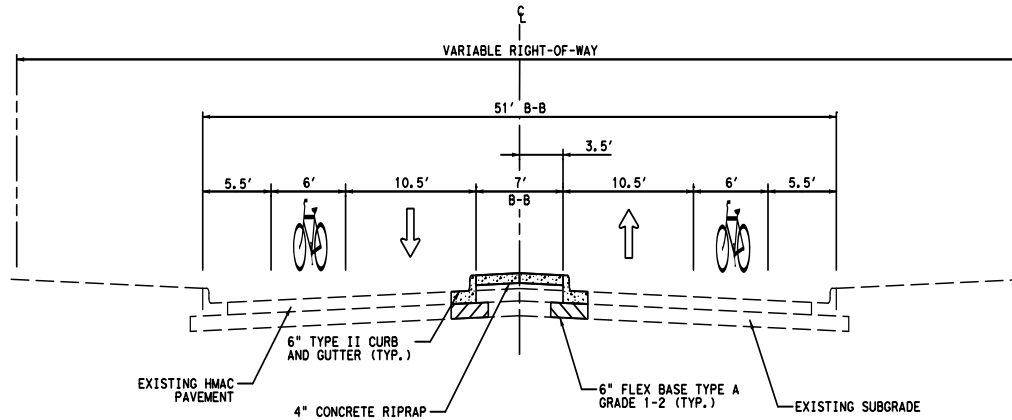
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W TEXAS AVE AND W ILLINOIS AVE PEDESTRIAN SAFETY IMPROVEMENTS TYPICAL SECTIONS NORTH A ST SCALE: 1"= 10' Sheet 7 of 12			
DESIGN HALFF	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
CHECKS HALFF	STATE	DISTRICT	COUNTY
CHECK DMS	TEXAS	ODA	MIDLAND
CHECK JTH	0906	32	064
			N/A SHEET NO. 13

February 13, 2024



EXISTING TYPICAL SECTION
NORTH A ST
STA 5+00
SCALE: H: 1"=10'
V: 1"=5'



PROPOSED TYPICAL SECTION
NORTH A ST
STA 5+00
SCALE: H: 1"=10'
V: 1"=5'

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Name PE# Date

NO.	REVISION	BY	DATE

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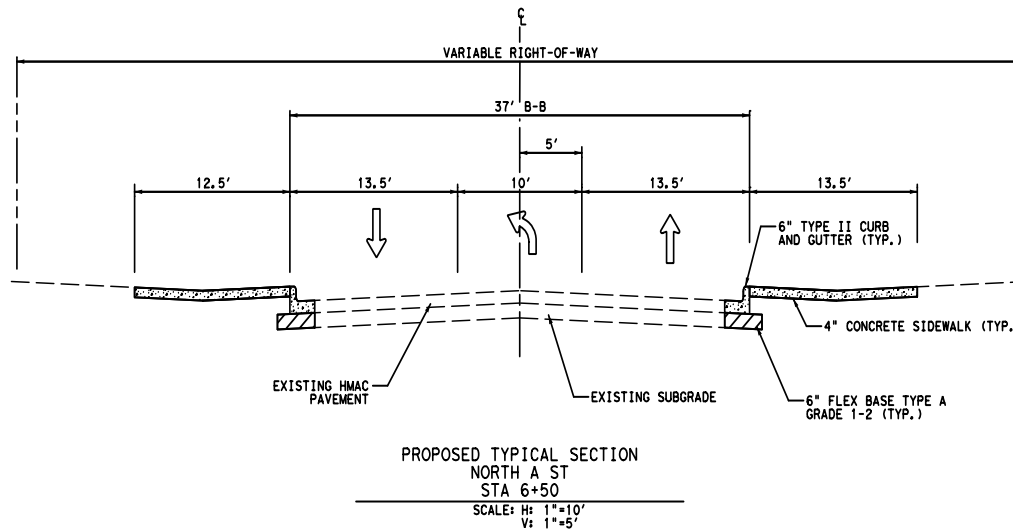
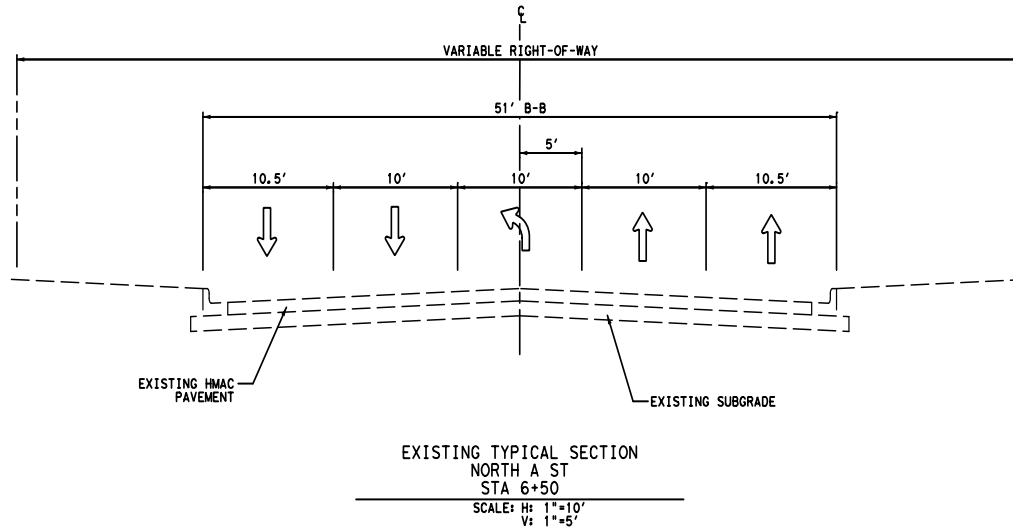
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W TEXAS AVE AND W ILLINOIS AVE
PEDESTRIAN SAFETY IMPROVEMENTS

TYPICAL SECTIONS
NORTH A ST

SCALE: 1"= 10'	Sheet 8 of 12		
DESIGN HALFF	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
CHECKS HALFF	STATE	DISTRICT	COUNTY
CHECK DMS	TEXAS	ODA	MIDLAND
CHECK JTH	0906	32	064
			14

February 13, 2024

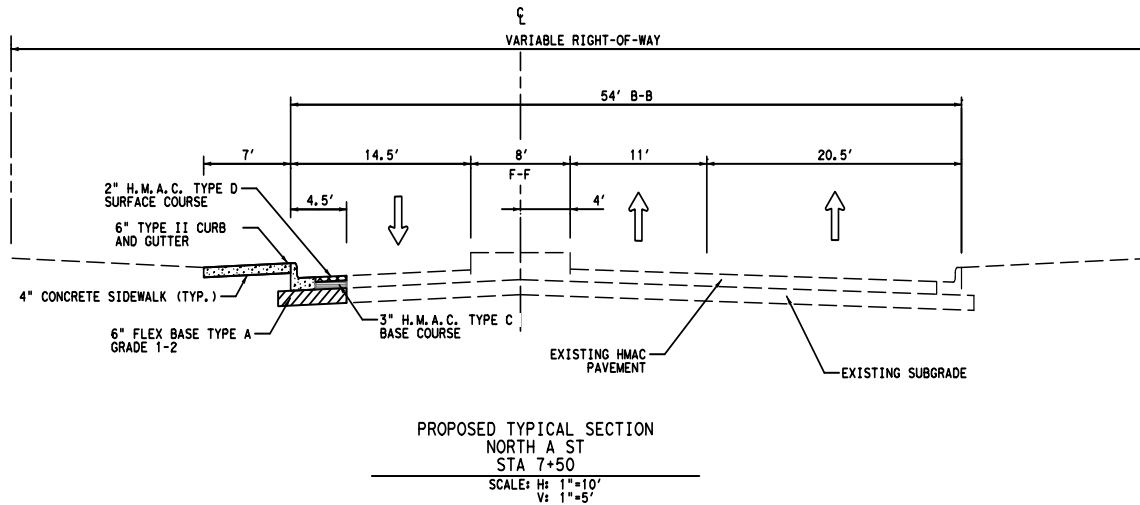
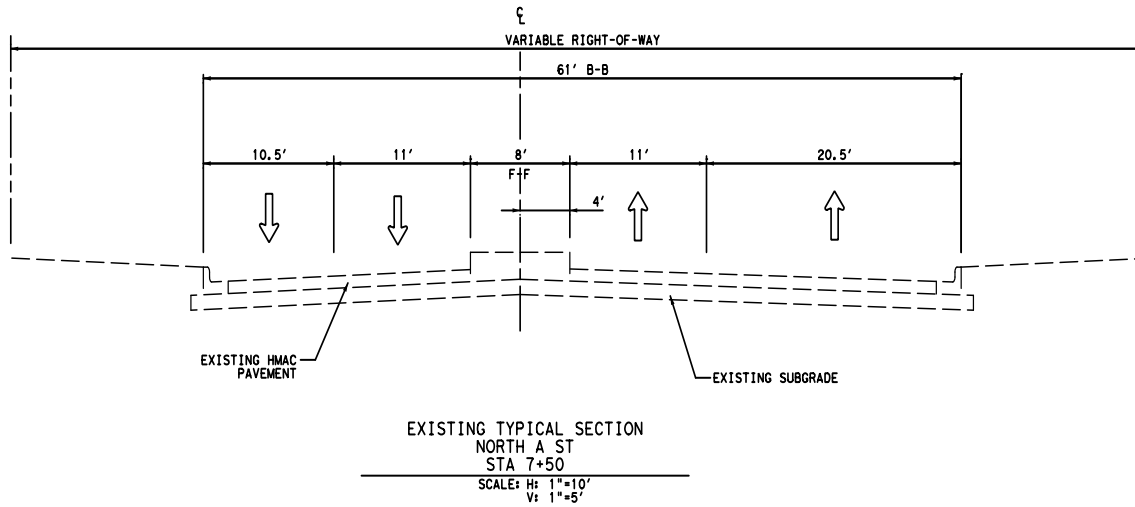


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NO.	REVISION	BY	DATE
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TYPICAL SECTIONS NORTH A ST			
SCALE: 1"= 10'		Sheet 9 of 12	
DESIGN HALFF	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
CHECK HALFF	STATE	DISTRICT	COUNTY
CHECK DMS	TEXAS	ODA	MIDLAND
CHECK JTH	0906	32	064
			15

February 13, 2024

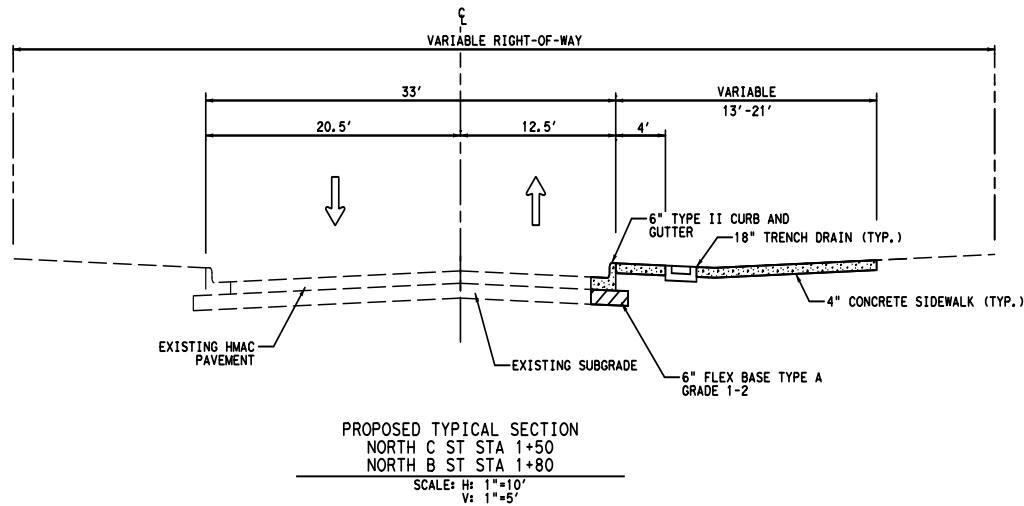
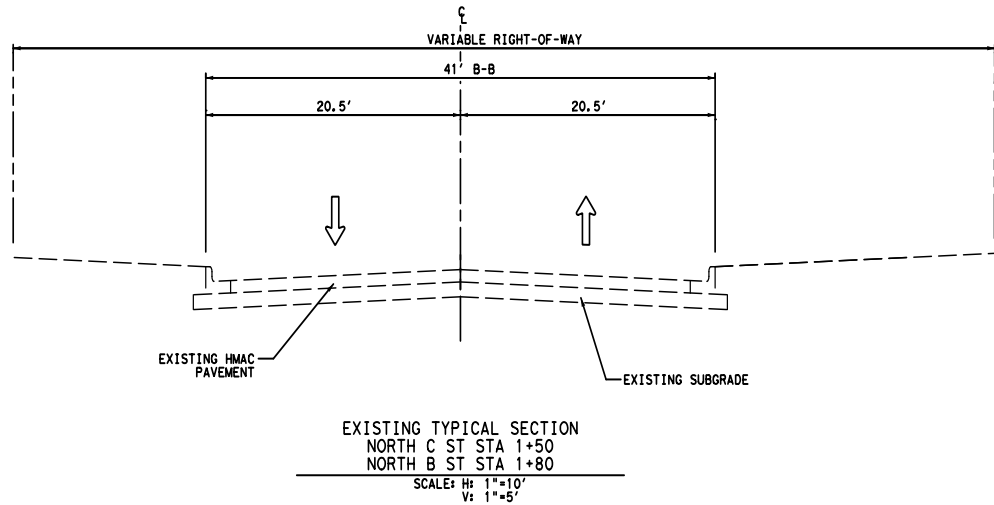


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NO.	REVISION	BY	DATE
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W TEXAS AVE AND W ILLINOIS AVE PEDESTRIAN SAFETY IMPROVEMENTS			
TYPICAL SECTIONS NORTH A ST			
SCALE: 1"= 10' Sheet 10 of 12			
DESIGN HALFF	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
CHECK DMS	STATE	COUNTY	SHEET NO.
CHECK JTH	0906	32	064
			16

February 13, 2024



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SUPERVISION OF:
DAVID M. SMITH 102401 1/5/2024
Name PE# Date

NO.	REVISION	BY	DATE

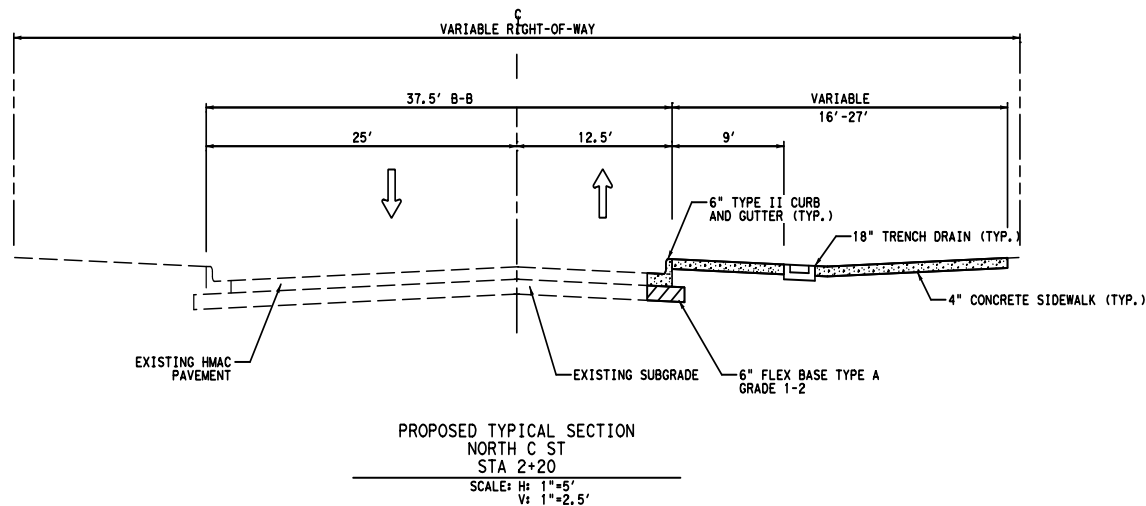
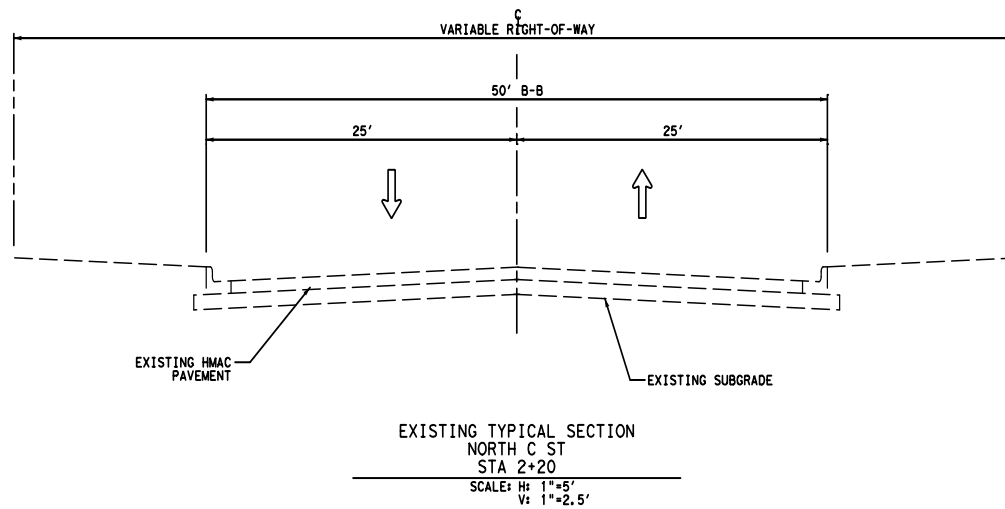


W TEXAS AVE AND W ILLINOIS AVE
PEDESTRIAN SAFETY IMPROVEMENTS

TYPICAL SECTIONS
NORTH B ST & NORTH C ST

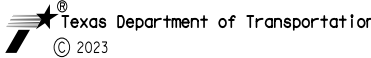
SCALE: 1"= 10'	Sheet 11 of 12		
DESIGN HALFF	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
CHECKS HALFF	STATE	DISTRICT	COUNTY
CHECK DMS	TEXAS	ODA	MIDLAND
CHECK JTH	0906	32	064
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NO.	REVISION	BY	DATE
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SCALE: 1"= 10'		Sheet 12 of 12	
DESIGN HALFF	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
CHECK DMS	STATE	DISTRICT	COUNTY
CHECK JTH	CONTROL	SECTION	JOB
	0906	32	064
			18

February 13, 2024

at \450008\45715\009 PM\CADD\Sheets\C-PLAN-TRCP-01-45715-009.dgn DATE:1/5/2024 TIME:3:46:57 PM PROJECT # 45715 OFFICE:MLD

DETOURS, BARRICADES, WARNING SIGNS, SEQUENCE OF WORK, ETC.

THE CONTRACTOR'S ATTENTION IS DIRECTED TO THE REQUIREMENTS OF ITEM 7, @LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC,@ OF THE STANDARD SPECIFICATIONS. IN ADDITION TO THESE REQUIREMENTS, THE FOLLOWING PROVISIONS SHALL ALSO GOVERN ON THIS CONTRACT:

GENERAL

- 1. TRAFFIC MUST BE HANDLED THROUGHOUT THE PROJECT DURING CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING SAFE AND COMFORTABLE PASSAGE FOR VEHICULAR AND PEDESTRIAN TRAFFIC WITH MINIMAL INCONVENIENCE TO THE PUBLIC, AS SHOWN IN THE PLANS OR AS DIRECTED/APPROVED BY THE ENGINEER.
- 2. THE CONTRACTOR MAY PROPOSE/RECOMMEND MODIFICATIONS TO THE SEQUENCE OF WORK FOR CONSIDERATION BY THE ENGINEER. ANY MAJOR RECOMMENDED MODIFICATION BY THE CONTRACTOR SHALL INCLUDE ANY CHANGES TO THE VARIOUS BID ITEMS, IMPACT TO TRAFFIC, EFFECT OF OVERALL PROJECT IN TIME AND COST, ETC. IF THIS PROPOSAL IS IMPLEMENTED, THE CONTRACTOR WILL BE RESPONSIBLE FOR DEVELOPING DETAILED PLAN SHEETS TO BE SEALED BY A LICENSED PROFESSIONAL ENGINEER FOR INCLUSION WITH THE CHANGE ORDER. THE CONTRACTOR CANNOT PROCEED WITH ANY CONSTRUCTION OPERATIONS BASED ON A REVISED PHASE/SEQUENCE UNTIL WRITTEN APPROVAL IS OBTAINED FORM THE ENGINEER. IF AT ANY TIME DURING CONSTRUCTION THE CONTRACTOR'S PROPOSED PLAN OF OPERATION FOR HANDLING TRAFFIC DOES NOT PROVIDE FOR SAFE AND COMFORTABLE MOVEMENT, THE CONTRACTOR WILL IMMEDIATELY CHANGE THEIR OPERATION TO CORRECT THE UNSATISFACTORY CONDITION.
- 3. DO NOT STORE ANY CONSTRUCTION MATERIAL OR EQUIPMENT AT ANY LOCATION THAT WILL CONSTITUTE A HAZARD AND WILL ENDANGER TRAFFIC.
- 4. ACCESS TO ADJOINING PROPERTY MUST BE MAINTAINED AT ALL TIMES.
- 5. TEMPORARY DRAINAGE IS THE RESPONSIBILITY OF THE CONTRACTOR.
- 6. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ALL EXISTING DRAINAGE PATTERNS DURING CONSTRUCTION.
- 7. LANE CLOSURES SHALL BE BETWEEN THE HOURS OF 9:00AM TO 3:00PM

SAFETY

- 1. THE CONTRACTOR WILL PROVIDE, CONSTRUCT AND MAINTAIN BARRICADES AND SIGN IN ACCORDANCE WITH STATE STANDARDS BC (1-12)-21. ANY SIGNS REQUIRED THAT ARE NOT DETAILED IN THE STANDARD SHEETS SHALL BE IN THE CONFORMANCE WITH THE @TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS@ AND @THE STANDARD HIGHWAY SIGN DESIGNS FOR TEXAS.@
- 2. BARRICADES AND WARNING SIGNS SHALL BE PLACED AS INDICATED ON THE PLANS. THIS SHALL BE CONSIDERED THE MINIMUM REQUIRED TO PROVIDE FOR THE SAFETY OF TRAFFIC DURING CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN OTHER SUCH BARRICADES AND SIGN DEEMED NECESSARY BY THE ENGINEER OR AS DIRECTED BY FIELD CONDITIONS, TO PROVIDE FOR THE PASSAGE OF TRAFFIC IN SAFETY AT ALL TIMES.
- 3. THE CONTRACTOR SHALL KEEP THE ROADWAY CLEAN AND FREE OF DIRT OR OTHER MATERIALS DURING HAULING OPERATIONS. IF THE CONTRACTOR DOES NOT MAINTAIN A CLEAN ROADWAY, THEY SHALL CEASE ALL CONSTRUCTION OPERATIONS, WHEN DIRECTED BY THE ENGINEER, TO CLEAN THE ROADWAY TO THE SATISFACTION OF THE ENGINEER.

HAULING EQUIPMENT

- 1. THE USE OF RUBBER-TIRED EQUIPMENT WILL BE REQUIRED FOR MOVING DIRT OR OTHER MATERIALS ALONG OR ACROSS PAVEMENTED SURFACES. WHERE THE CONTRACTOR DESIRES TO MOVE ANY EQUIPMENT NOT LICENSED FOR OPERATION ON PUBLIC HIGHWAYS, ON OR ACROSS PAVEMENT. THEY SHALL PROTECT THE PAVEMENT FROM DAMAGE AS DIRECTED/APPROVED BY THE ENGINEER.

FINAL CLEAN UP

- 1. UPON COMPLETION OF THE WORK AND BEFORE FINAL ACCEPTANCE AND FINAL PAYMENT IS MADE, THE CONTRACTOR SHALL CLEAR AND REMOVE FROM THE SITE ALL SURPLUS AND DISCARDED MATERIALS AND DEBRIS OF EVERY KIND AND LEAVE THE ENTIRE PROJECT IN A SMOOTH, NEAT AND SLIGHTLY CONDITION.

PAYMENT

- 1. ALL BARRICADES, SIGNS, AND FLAGGERS SHALL BE SUBSIDIARY TO ITEM 502 BARRICADES, SIGNS AND TRAFFIC HANDLING. ALL EROSION AND SEDIMENT CONTROL DEVICES SHALL BE SUBSIDIARY TO THE VARIOUS BID ITEMS UNLESS OTHERWISE INDICATED IN THE PLANS.

SEQUENCE OF WORK

THE INTENT OF THE CONSTRUCTION SEQUENCING PLAN IS TO ALLOW CONSTRUCTION TO PROCEED WITH MINIMAL IMPACT TO TRAFFIC. THE PROJECT SHALL BE CONSTRUCTED IN 7 MAJOR STAGES AS SHOWN IN THE PLANS. WORK SHALL PROCEED IN THE ORDER SHOWN. EACH PHASE OF CONSTRUCTION SHALL CONSIST OF THE FOLLOWING GENERAL ITEMS OF WORK:

- 1. INSTALL TRAFFIC CONTROL DEVICES, INCLUDING PROJECT LIMIT AND WORKZONE SIGNAGE AS SHOWN ON STANDARD DETAILS IN PLANS AND/OR AS DIRECTED/APPROVED BY THE ENGINEER. ADJUST TRAFFIC CONTROL AS NECESSARY AS PROJECT PROGRESSES.
- 2. INSTALL EROSION CONTROL DEVICES AS SHOWN IN STANDARD DETAILS IN PLANS AND/OR AS DIRECTED/APPROVED BY THE ENGINEER.
- 3. REMOVE PAVEMENT MARKINGS, AS NECESSARY.
- 4. REMOVE/COVER CONFLICTING ROADWAY SIGNAGE.
- 5. CONSTRUCT PAVING, SIDEWALKS, RAMPS AND RELATED APPURTENANCES PER PLANS.
- 6. INSTALL SIGNALS AND RELATED APPURTENANCES PER PLANS AND STANDARD DETAILS.
- 7. PLACE TOPSOIL, SOD, AND WATER TO ESTABLISHMENT.
- 8. PERFORM CLEAN UP OF CONSTRUCTION AREA. COMPLETE PUNCHLIST.
- 9. REMOVE EROSION CONTROL DEVICES.
- 10. REMOVE TRAFFIC CONTROL DEVICES.

MICROSURFACING AND PERMANENT PAVEMENT MARKINGS SHALL BE PERFORMED AFTER COMPLETION OF ALL PAVING PHASES.

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ENGINEERS . SURVEYORS . SCIENTISTS
PRELIMINARY - FOR INTERIM REVIEW ONLY

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DAVID M. SMITH 102401 1/5/2024
Name PE# Date

NO.	REVISION	BY	DATE



3417 73RD STREET, SUITE 102
LUBBOCK, TX 79424
TBEELS ENGINEERING FIRM #512



W TEXAS AVE AND W ILLINOIS AVE
PEDESTRIAN SAFETY IMPROVEMENTS

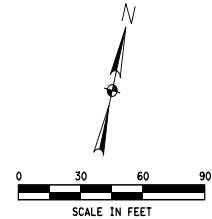
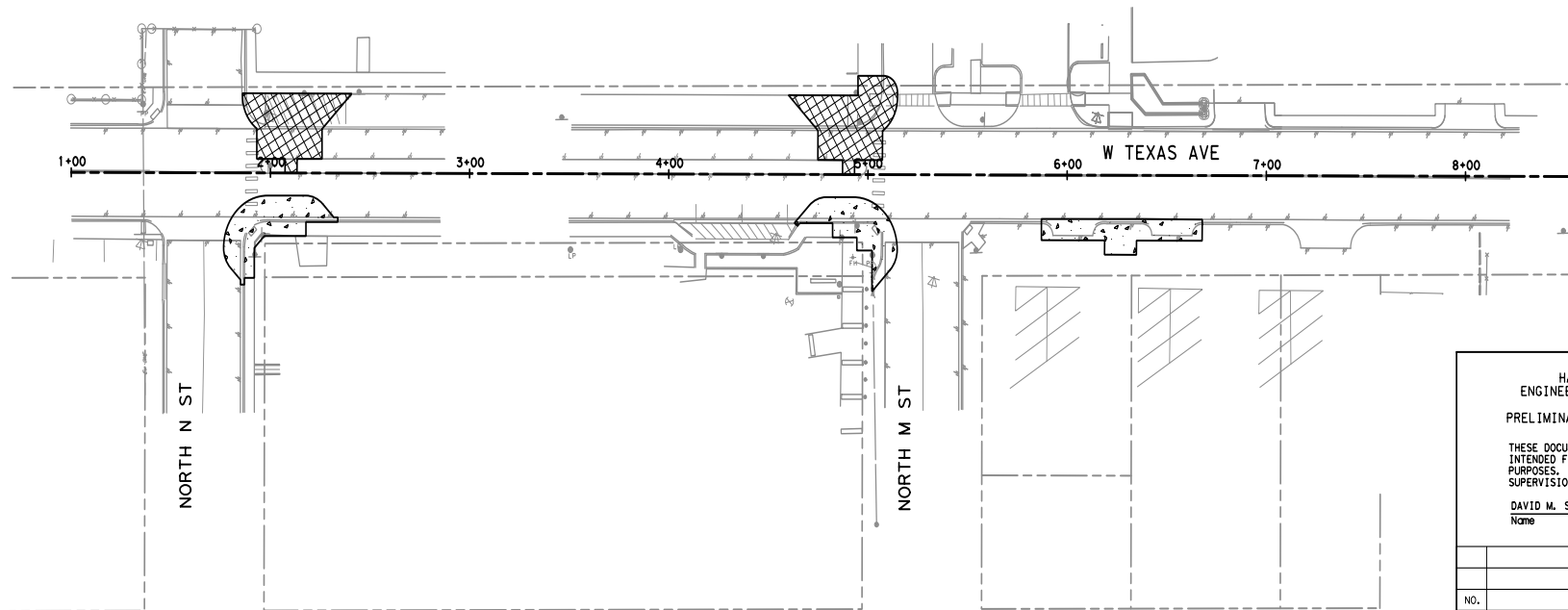
TRAFFIC CONTROL NARRATIVE

SCALE: NONE		Sheet 1 of 1		
DESIGN HALFF	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.	
CHECKS HALFF	STATE	DISTRICT	COUNTY	N/A
CHECK DMS	TEXAS	ODA	MIDLAND	
CHECK JTH	CONTROL	SECTION	JOB	19
	0906	32	064	

PACKET

23.45

February 13, 2024



LEGEND

-  PHASE 1
-  PHASE 2

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SUPERVISION OF:

DAVID M. SMITH 102401 1/5/2024
Name PE# Date

NO.	REVISION	BY	DATE



3417 73RD STREET, SUITE 12
LUBBOCK, TX 79424
TBPELS ENGINEERING FIRM #512



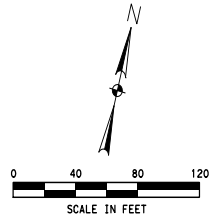
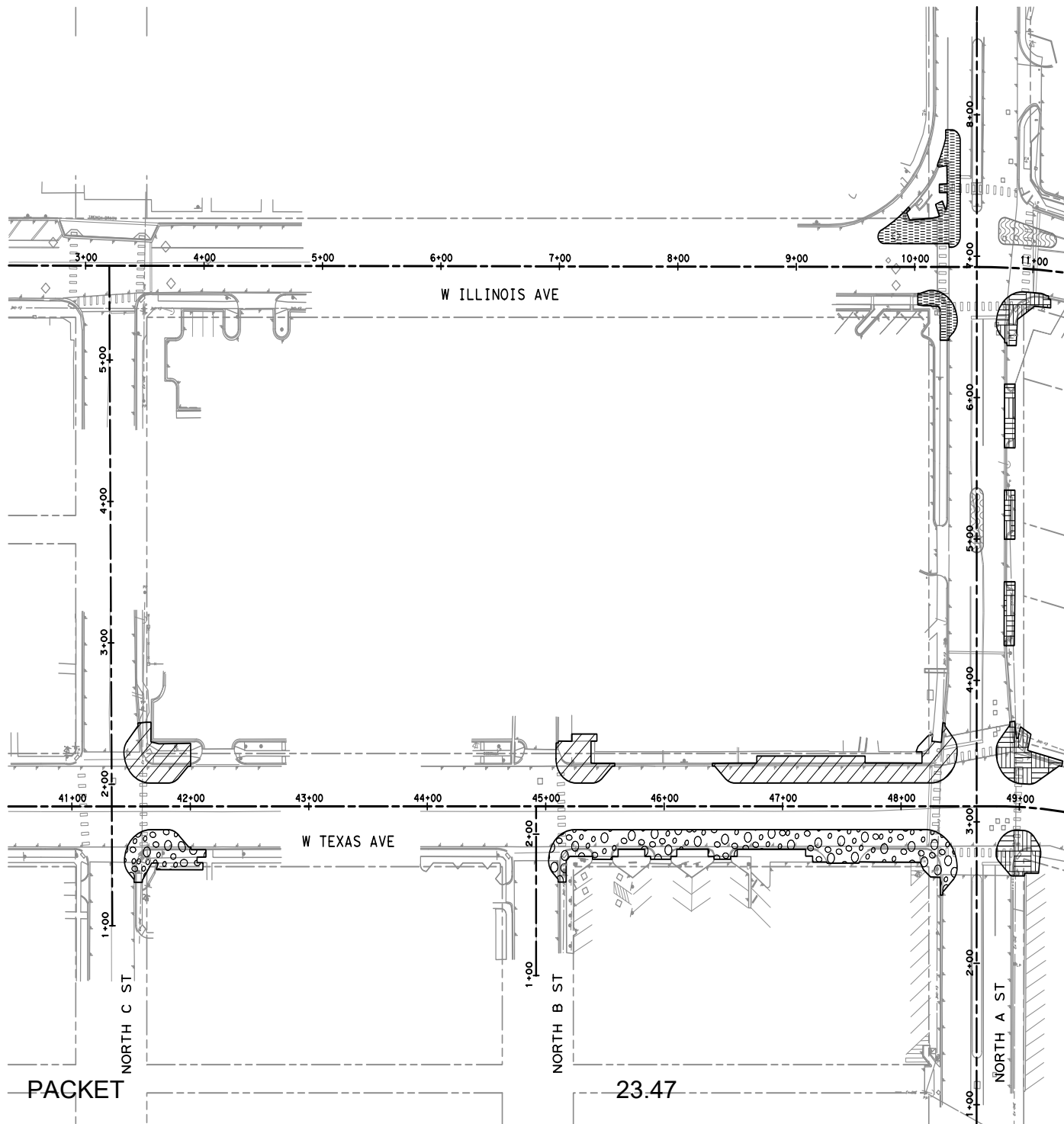
W TEXAS AVE AND W ILLINOIS AVE
PEDESTRIAN SAFETY IMPROVEMENTS
PHASING PLAN
W TEXAS AVE
NORTH M ST TO NORTH N ST

SCALE: 1" = 60'	Sheet 1 of 2		
DESIGN HALFF	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
CHECK HALFF	STATE	COUNTY	N/A
CHECK DMS	TEXAS	ODA	MIDLAND
CHECK JTH	0906	32	064
			20

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23.46

February 13, 2024



LEGEND	
	PHASE 3
	PHASE 4
	PHASE 5
	PHASE 6
	PHASE 7

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SUPERVISION OF:

DAVID M. SMITH	102401	1/5/2024
Name	PE#	Date

NO.	REVISION	BY	DATE



W TEXAS AVE AND W ILLINOIS AVE
PEDESTRIAN SAFETY IMPROVEMENTS

PHASING PLAN
W TEXAS AVE & W ILLINOIS AVE

SCALE: 1" = 80'		Sheet 2 of 2	
DESIGN HALFF	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
CHECK DMS	STATE	COUNTY	N/A
CHECK JTH	CONTROL	SECTION	JOB
	TEXAS	ODA	MIDLAND
	0906	32	064
			21

February 13, 2024

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT or any other agency for damages resulting from the use of this standard for other than the intended purpose.

DATE: 1/5/2024
FILE: \\450000s\45715\009\PM\CADD\Sheets\BC-DTLs\BC-01-45715-009.dgn

BARRICADE AND CONSTRUCTION (BC) STANDARD SHEETS GENERAL NOTES:

1. The Barricade and Construction Standard Sheets (BC sheets) are intended to show typical examples for placement of temporary traffic control devices, construction pavement markings, and typical work zone signs. The information contained in these sheets meet or exceed the requirements shown in the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
2. The development and design of the Traffic Control Plan (TCP) is the responsibility of the Engineer.
3. The Contractor may propose changes to the TCP that are signed and sealed by a licensed professional engineer for approval. The Engineer may develop, sign and seal Contractor proposed changes.
4. The Contractor is responsible for installing and maintaining the traffic control devices as shown in the plans. The Contractor may not move or change the approximate location of any device without the approval of the Engineer.
5. Geometric design of lane shifts and detours should, when possible, meet the applicable design criteria contained in manuals such as the American Association of State Highway and Transportation Officials (AASHTO), "A Policy on Geometric Design of Highways and Streets," the TxDOT "Roadway Design Manual" or engineering judgment.
6. When projects abut, the Engineer(s) may omit the END ROAD WORK, TRAFFIC FINES DOUBLE, and other advance warning signs if the signing would be redundant and the work areas appear continuous to the motorists. If the adjacent project is completed first, the Contractor shall erect the necessary warning signs as shown on these sheets, the TCP sheets or as directed by the Engineer. The BEGIN ROAD WORK NEXT X MILES sign shall be revised to show appropriate work zone distance.
7. The Engineer may require duplicate warning signs on the median side of divided highways where median width will permit and traffic volumes justify the signing.
8. All signs shall be constructed in accordance with the details found in the "Standard Highway Sign Designs for Texas," latest edition. Sign details not shown in this manual shall be shown in the plans or the Engineer shall provide a detail to the Contractor before the sign is manufactured.
9. The temporary traffic control devices shown in the illustrations of the BC sheets are examples. As necessary, the Engineer will determine the most appropriate traffic control devices to be used.
10. Where highway construction or maintenance work is being undertaken, other than mobile operations as defined by the Texas Manual on Uniform Traffic Control Devices, CSJ limit signs are required. CSJ limit signs are shown on BC(2). The OBEY WARNING SIGNS STATE LAW sign, STAY ALERT TALK OR TEXT LATER and the WORK ZONE TRAFFIC FINES DOUBLE sign with plaque shall be erected in advance of the CSJ limits. The BEGIN ROAD WORK NEXT X MILES, CONTRACTOR and END ROAD WORK signs shall be erected at or near the CSJ limits. For mobile operations, CSJ limit signs are not required.
11. Traffic control devices should be in place only while work is actually in progress or a definite need exists.
12. The Engineer has the final decision on the location of all traffic control devices.
13. Inactive equipment and work vehicles, including workers' private vehicles must be parked away from travel lanes. They should be as close to the right-of-way line as possible, or located behind a barrier or guardrail, or as approved by the Engineer.

PACKET

23.48

WORKER SAFETY NOTES:

1. Workers on foot who are exposed to traffic or to construction equipment within the right-of-way shall wear high-visibility safety apparel meeting the requirements of ISEA "American National Standard for High-Visibility Apparel," or equivalent revisions, and labeled as ANSI 107-2004 standard performance for Class 2 or 3 risk exposure. Class 3 garments should be considered for high traffic volume work areas or night time work.
2. Except in emergency situations, flagger stations shall be illuminated when flagging is used at night.

COMPLIANT WORKZONE TRAFFIC CONTROL DEVICES

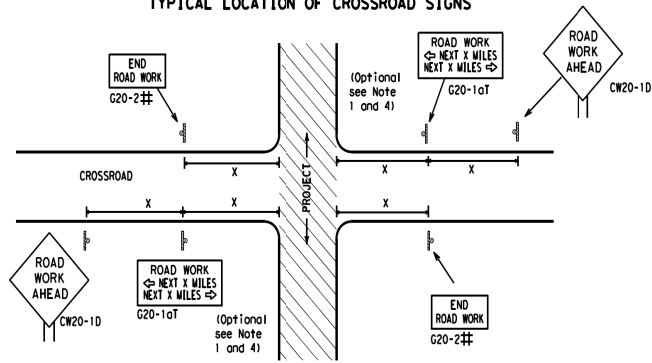
1. Only pre-qualified products shall be used. The "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources.
2. Work zone traffic control devices shall be compliant with the Manual for Assessing safety Hardware (MASH).

THE DOCUMENTS BELOW CAN BE FOUND ON-LINE AT http://www.txdot.gov
COMPLIANT WORK ZONE TRAFFIC CONTROL DEVICES LIST (CWZTCD)
DEPARTMENTAL MATERIAL SPECIFICATIONS (DMS)
MATERIAL PRODUCER LIST (MPL)
ROADWAY DESIGN MANUAL - SEE "MANUALS (ONLINE MANUALS)"
STANDARD HIGHWAY SIGN DESIGNS FOR TEXAS (SHSD)
TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD)
TRAFFIC ENGINEERING STANDARD SHEETS

SHEET 1 OF 12

		Traffic Safety Division Standard			
BARRICADE AND CONSTRUCTION GENERAL NOTES AND REQUIREMENTS					
BC(1)-21					
February 13, 2024					
FILE	DATE	CON	SECT	JOB	REGION
© TxDOT	November 2002	0906	32	064	N/A
4-03	7-13				
9-07	8-14				
5-10	5-21				
ODA				MIDLAND	22

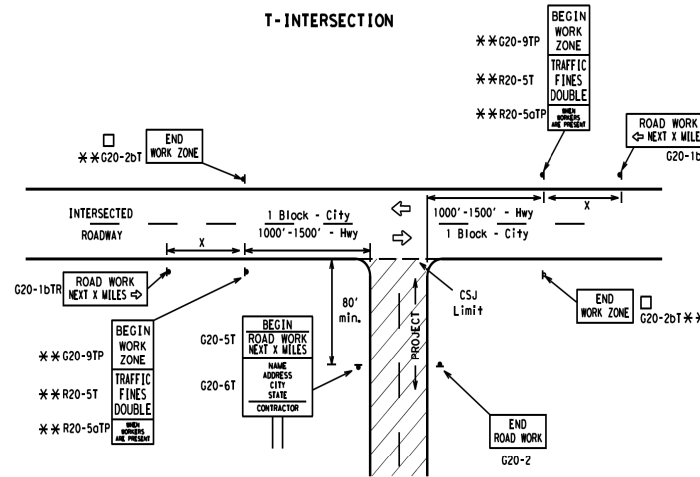
TYPICAL LOCATION OF CROSSROAD SIGNS



May be mounted on back of "ROAD WORK AHEAD" (CW20-1D) sign with approval of Engineer. (See note 2 below)

- The typical minimum signing on a crossroad approach should be a "ROAD WORK AHEAD" (CW20-1D) sign and a (G20-2) "END ROAD WORK" sign, unless noted otherwise in plans.
- The Engineer may use the reduced size 36" x 36" ROAD WORK AHEAD (CW20-1D) sign mounted back to back with the reduced size 36" x 18" "END ROAD WORK" (G20-2) sign on low volume crossroads (see Note 4 under "Typical Construction Warning Sign Size and Spacing"). See the "Standard Highway Sign Designs for Texas" manual for sign details. The Engineer may omit the advance warning signs on low volume crossroads. The Engineer will determine whether a road is low volume as per TMTCD Part 5. This information shall be shown in the plans.
- Based on existing field conditions, the Engineer/Inspector may require additional signs such as FLAGGER AHEAD, LOOSE GRAVEL, or other appropriate signs. When additional signs are required, these signs will be considered part of the minimum requirements. The Engineer/Inspector will determine the proper location and spacing of any sign not shown on the BC sheets, Traffic Control Plan sheets or the Work Zone Standard Sheets.
- The "ROAD WORK NEXT X MILES" (G20-1aT) sign shall be required of high volume crossroads to advise motorists of the length of construction in either direction from the intersection. The Engineer will determine whether a roadway is considered high volume.
- Additional traffic control devices may be shown elsewhere in the plans for higher volume crossroads.
- When work occurs in the intersection area, appropriate traffic control devices, as shown elsewhere in the plans or as determined by the Engineer/Inspector, shall be in place.

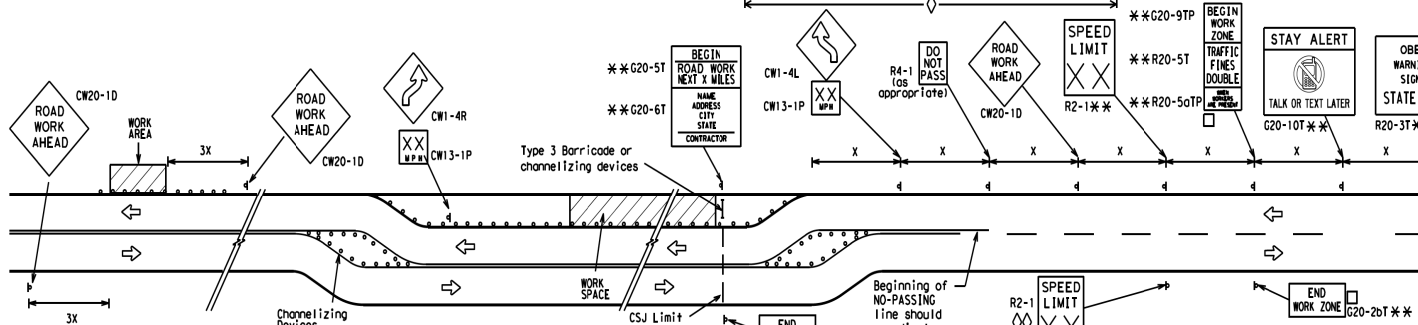
T-INTERSECTION



CSJ LIMITS AT T-INTERSECTION

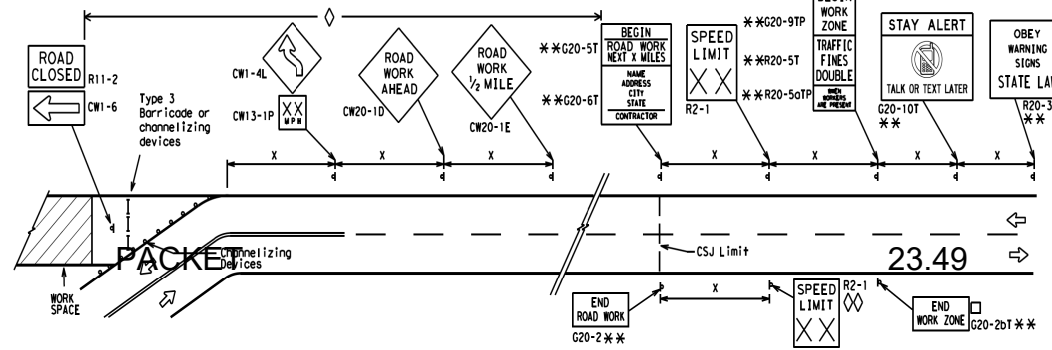
- The Engineer will determine the types and location of any additional traffic control devices, such as a flagger and accompanying signs, or other signs, that should be used when work is being performed at or near an intersection.
- If construction closes the road at a T-intersection, the Contractor shall place the "CONTRACTOR NAME" (G20-6T) sign behind the Type 3 Barricades for the road closure (see BC(10) also). The "ROAD WORK NEXT X MILES" left arrow (G20-1bTL) and "ROAD WORK NEXT X MILES" right arrow (G20-1bTR) signs shall be replaced by the detour signing called for in the plans.

WORK AREAS IN MULTIPLE LOCATIONS WITHIN CSJ LIMITS



When extended distances occur between minimal work spaces, the Engineer/Inspector should ensure additional "ROAD WORK AHEAD" (CW20-1D) signs are placed in advance of these work areas to remind drivers they are still within the project limits. See the applicable TCP sheets for exact location and spacing of signs and channelizing devices.

SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING DOWNSTREAM OF THE CSJ LIMITS



NOTES

The Contractor shall determine the appropriate distance to be placed on the G20-1 series signs and "BEGIN ROAD WORK NEXT X MILES" (G20-5T) sign for each specific project. This distance shall replace the "X" and shall be rounded to the nearest whole mile with the approval of the Engineer. No decimals shall be used.

- The "BEGIN WORK ZONE" (G20-9TP) and "END WORK ZONE" (G20-2bT) shall be used as shown on the sample layout when advance signs are required outside the CSJ Limits. They inform the motorist of entering or leaving a part of the work zone lying outside the CSJ Limits where traffic fines may double if workers are present.

CSJ limit signing is required for highway construction and maintenance work, with the exception of mobile operations.

Area for placement of "ROAD WORK AHEAD" (CW20-1D) sign and other signs or devices as called for on the Traffic Control Plan.

Contractor will install a regulatory speed limit sign at the end of the work zone.

TYPICAL CONSTRUCTION WARNING SIGN SIZE AND SPACING^{15.6}

Sign Number or Series	SIZE		SPACING	
	Conventional Road	Expressway/Freeway	Posted Speed	Sign Δ Spacing "X"
CW20 ⁴			MPH	Feet (Approx.)
CW21			30	120
CW22	48" x 48"	48" x 48"	35	160
CW23			40	240
CW25			45	320
CW1, CW2, CW7, CW8, CW9, CW11, CW14	36" x 36"	48" x 48"	50	400
			55	500 ²
			60	600 ²
			65	700 ²
CW3, CW4, CW5, CW6, CW8-3, CW10, CW12	48" x 48"	48" x 48"	70	800 ²
			75	900 ²
			80	1000 ²
			*	*

* For typical sign spacings on divided highways, expressways and freeways, see Part 6 of the "Texas Manual on Uniform Traffic Control Devices" (TMTUCD) typical application diagrams or TCP Standard Sheets.

Δ Minimum distance from work area to first Advance Warning sign nearest the work area and/or distance between each additional sign.

GENERAL NOTES

- Special or larger size signs may be used as necessary.
- Distance between signs should be increased as required to have 1500 feet advance warning.
- Distance between signs should be increased as required to have 1/2 mile or more advance warning.
- 36" x 36" "ROAD WORK AHEAD" (CW20-1D) signs may be used on low volume crossroads at the discretion of the Engineer as per TMTUCD Part 5. See Note 2 under "Typical Location of Crossroad Signs".
- Only diamond shaped warning sign sizes are indicated.
- See sign size listing in "TMTUCD", Sign Appendix or the "Standard Highway Sign Designs for Texas" manual for complete list of available sign design sizes.

LEGEND

—	Type 3 Barricade
○ ○ ○	Channelizing Devices
—	Sign
X	See Typical Construction Warning Sign Size and Spacing chart or the TMTUCD for sign spacing requirements.

SHEET 2 OF 12

Texas Department of Transportation

Traffic Safety Division Standard

BARRICADE AND CONSTRUCTION PROJECT LIMIT

BC(2)-21

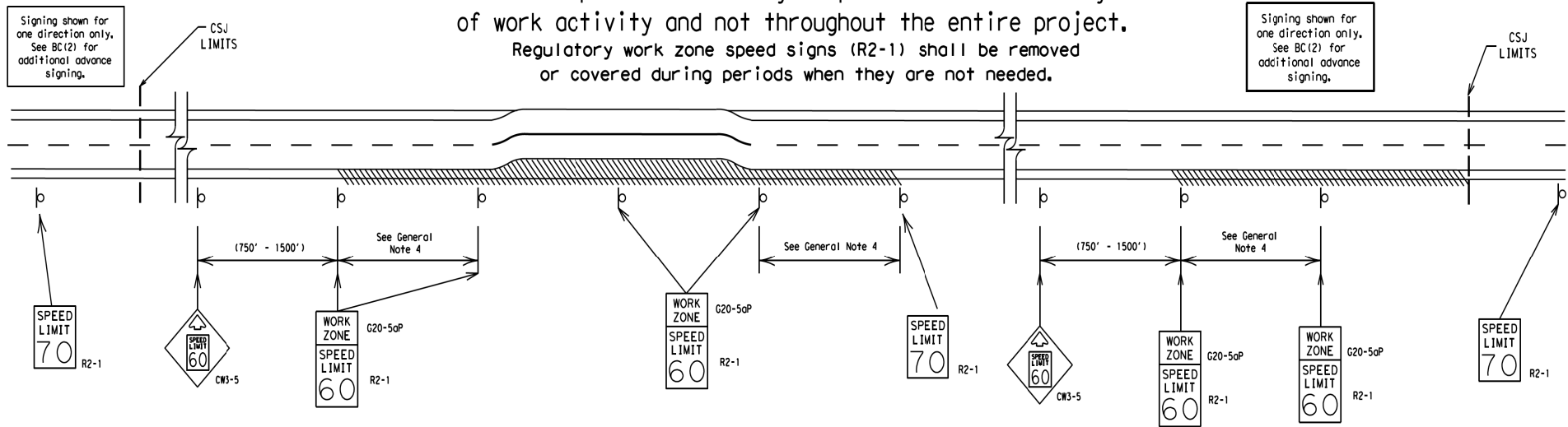
February 13, 2024

REV	DATE	BY	CHK	APP	DESCRIPTION
0906	32	064	N/A		
DIST		COUNTY			
ODA		MIDLAND			
					23

TYPICAL APPLICATION OF WORK ZONE SPEED LIMIT SIGNS

Work zone speed limits shall be regulatory, established in accordance with the "Procedures for Establishing Speed Zones," and approved by the Texas Transportation Commission, or by City Ordinance when within Incorporated City Limits.

Reduced speeds should only be posted in the vicinity of work activity and not throughout the entire project. Regulatory work zone speed signs (R2-1) shall be removed or covered during periods when they are not needed.



GUIDANCE FOR USE:

LONG/INTERMEDIATE TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit should be included on the design of the traffic control plans when restricted geometrics with a lower design speed are present in the work zone and modification of the geometrics to a higher design speed is not feasible.

Long/Intermediate Term Work Zone Speed Limit signs, when approved as described above, should be posted and visible to the motorist when work activity is present. Work activity may also be defined as a change in the roadway that requires a reduced speed for motorists to safely negotiate the work area, including:

- rough road or damaged pavement surface
- substantial alteration of roadway geometrics (diversions)
- construction detours
- grade
- width
- other conditions readily apparent to the driver

As long as any of these conditions exist, the work zone speed limit signs should remain in place.

SHORT TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit may be included on the design of the traffic control plans when workers or equipment are not behind concrete barrier, when work activity is within 10 feet of the traveled way or actually in the traveled way.

Short Term Work Zone Speed Limit signs should be posted and visible to the motorists only when work activity is present. When work activity is not present, signs shall be removed or covered. (See Removing or Covering on BC(4)).

GENERAL NOTES

- Regulatory work zone speed limits should be used only for sections of construction projects where speed control is of major importance.
- Regulatory work zone speed limit signs shall be placed on supports at a 7 foot minimum mounting height.
- Speed zone signs are illustrated for one direction of travel and are normally posted for each direction of travel.
- Frequency of work zone speed limit signs should be:
 - 40 mph and greater 0.2 to 2 miles
 - 35 mph and less 0.2 to 1 mile
- Regulatory speed limit signs shall have black legend and border on a white reflective background (See "Reflective Sheeting" on BC(4)).
- Fabrication, erection and maintenance of the "ADVANCE SPEED LIMIT" (CW3-5) sign, "WORK ZONE" (G20-5aP) plaque and the "SPEED LIMIT" (R2-1) signs shall not be paid for directly, but shall be considered subsidiary to Item 502.
- Turning signs from view, laying signs over or down will not be allowed, unless as otherwise noted under "REMOVING OR COVERING" on BC(4).
- Techniques that may help reduce traffic speeds include but are not limited to:
 - A. Low enforcement.
 - B. Flagger stationed next to sign.
 - C. Portable changeable message sign (PCMS).
 - D. Low-power (drone) radar transmitter.
 - E. Speed monitor trailers or signs.
- Speeds shown on details above are for illustration only. Work Zone Speed Limits should only be posted as approved for each project.
- For more specific guidance concerning the type of work, work zone conditions and factors impacting allowable regulatory construction speed zone reduction see TxDOT form #1204 in the TxDOT e-form system.

PACKET

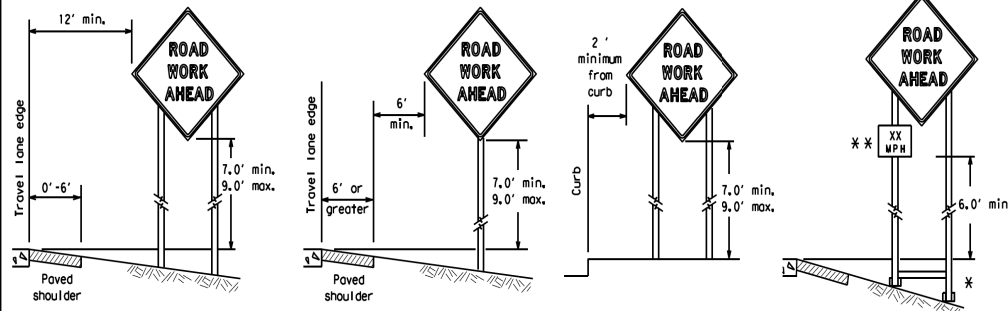
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February 13, 2024

SHEET 3 OF 12

		Traffic Safety Division Standard	
BARRICADE AND CONSTRUCTION WORK ZONE SPEED LIMIT			
BC(3) - 21			
FILED IN: 2024, 02, 13			
REVISED	DATE	BY	REASON
0906	32	064	N/A
9-07	8-14	COUNTY	SHEET NO.
7-13	5-21	ODA	MIDLAND
			24

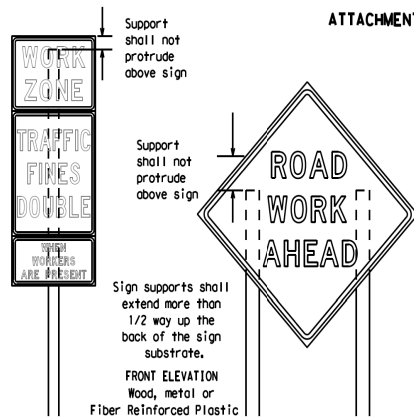
TYPICAL MINIMUM CLEARANCES FOR LONG TERM AND INTERMEDIATE TERM SIGNS



* When placing skid supports on unlevel ground, the leg post lengths must be adjusted so the sign appears straight and plumb. Objects shall NOT be placed under skids as a means of leveling.

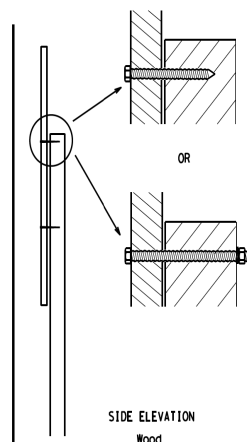
* * When plaques are placed on dual-leg supports, they should be attached to the upright nearest the travel lane. Supplemental plaques (advisory or distance) should not cover the surface of the parent sign.

ATTACHMENT FOR SIGN SUPPORTS



Splicing embedded perforated square metal tubing in order to extend post height will only be allowed when the splice is made using four bolts, two above and two below the splice point. Splice must be located entirely behind the sign substrate, not near the base of the support. Splice insert lengths should be at least 5 times nominal post size, centered on the splice and of at least the same gauge material.

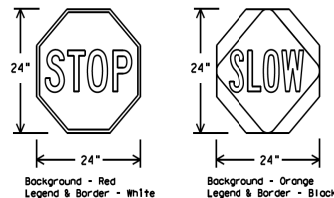
Attachment to wooden supports will be by bolts and nuts or screws. Use TxDOT's or manufacturer's recommended procedures for attaching sign substrates to other types of sign supports



Nails shall NOT be allowed. Each sign shall be attached directly to the sign support. Multiple signs shall not be joined or spliced by any means. Wood supports shall not be extended or repaired by splicing or other means.

STOP/SLOW PADDLES

1. STOP/SLOW paddles are the primary method to control traffic by flaggers. The STOP/SLOW paddle size should be 24" x 24".
2. STOP/SLOW paddles shall be retroreflectORIZED when used at night.
3. STOP/SLOW paddles may be attached to a staff with a minimum length of 6' to the bottom of the sign.
4. Any lights incorporated into the STOP or SLOW paddle faces shall only be as specifically described in Section 6E.03 Hand Signaling Devices in the T MUTCD.



SHEETING REQUIREMENTS (WHEN USED AT NIGHT)		
USAGE	COLOR	SIGN FACE MATERIAL
BACKGROUND	ORANGE	TYPE B OR C SHEETING
BACKGROUND	ORANGE	TYPE B _u OR C _u SHEETING
LEGEND & BORDER	WHITE	TYPE B OR C SHEETING
LEGEND & BORDER	BLACK	ACRYLIC NON-REFLECTIVE FILM

CONTRACTOR REQUIREMENTS FOR MAINTAINING PERMANENT SIGNS WITHIN THE PROJECT LIMITS

1. Permanent signs are used to give notice of traffic laws or regulations, call attention to conditions that are potentially hazardous to traffic operations, show route designations, destinations, directions, distances, services, points of interest, and other geographical, recreational, special service (L000), or cultural information. Drivers proceeding through a work zone need the same, if not better route guidance as normally installed on a roadway without construction.
2. When permanent regulatory or warning signs conflict with work zone conditions, remove or cover the permanent signs until the permanent sign message matches the roadway condition. For details for covering large guide signs see the TS-CD standard.
3. When existing permanent signs are moved and relocated due to construction purposes, they shall be visible to motorists at all times.
4. If existing signs are to be relocated on their original supports, they shall be installed on crashworthy bases as shown on the SMD Standard sheets. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards. This work should be paid for under the appropriate pay item for relocating existing signs.
5. If permanent signs are to be removed and relocated using temporary supports, the Contractor shall use crashworthy supports as shown on the BC standard sheets, TLRS standard sheets or the CWZTCD list. The signs shall meet the required mounting heights shown on the BC, or the SMD standard sheets during construction. This work should be paid for under the appropriate pay item for relocating existing signs.
6. Any sign or traffic control device that is struck or damaged by the Contractor or his/her construction equipment shall be replaced as soon as possible by the Contractor to ensure proper guidance for the motorists. This will be subsidiary to Item 502.

GENERAL NOTES FOR WORK ZONE SIGNS

1. Contractor shall install and maintain signs in a straight and plumb condition and/or as directed by the Engineer.
2. Wooden sign posts shall be painted white.
3. Barricades shall NOT be used as sign supports.
4. All signs shall be installed in accordance with the plans or as directed by the Engineer. Signs shall be used to regulate, warn, and guide the traveling public safely through the work zone.
5. The Contractor may furnish either the sign design shown in the plans or in the "Standard Highway Sign Designs for Texas" (SHSD). The Engineer/Inspector may require the Contractor to furnish other work zone signs that are shown in the TMDOT but may have been omitted from the plans. Any variation in the plans shall be documented by written agreement between the Engineer and the Contractor's Responsible Person. All changes must be documented in writing before being implemented. This can include documenting the changes in the Inspector's TxDOT diary and having both the Inspector and Contractor initial and date the agreed upon changes.
6. The Contractor shall furnish sign supports listed in the "Compliant Work Zone Traffic Control Device List" (CWTZD) for small roadside signs. Supports for temporary large roadside signs shall meet the requirements detailed on the Temporary Large Roadside Signs (TLRS) standard sheets. The Contractor shall install the sign support in accordance with the manufacturer's recommendations. If there is a question regarding installation procedures, the Contractor shall furnish the Engineer a copy of the manufacturer's installation recommendations so the Engineer can verify the correct procedures are being followed.
7. The Contractor is responsible for installing signs on approved supports and replacing signs with damaged or cracked substrates and/or damaged or marred reflective sheeting as directed by the Engineer/Inspector.
8. Identification markings may be shown only on the back of the sign substrate. The maximum height of letters and/or company logos used for identification shall be 1 inch.
9. The Contractor shall replace damaged wood posts. New or damaged wood sign posts shall not be spliced.

DURATION OF WORK (as defined by the "Texas Manual on Uniform Traffic Control Devices" Part 6)

11. The types of sign supports, sign mounting height, the size of signs, and the type of sign substrates can vary based on the type of work being performed. The Engineer is responsible for selecting the appropriate size sign for the type of work being performed. The Contractor is responsible for ensuring the sign support, sign mounting height and substrate meets manufacturer's recommendations in regard to crashworthiness and duration of work requirements.
- a. Long-term stationary - work that occupies a location more than 3 days.
 - b. Intermediate-term stationary - work that occupies a location more than one daylight period up to 3 days, or nighttime work lasting more than one hour.
 - c. Short-term stationary - daytime work that occupies a location for more than 1 hour in a single daylight period.
 - d. Short, duration - work that occupies a location up to 1 hour.
 - e. Mobile - work that moves continuously or intermittently (stopping for up to approximately 15 minutes.)

SIGN MOUNTING HEIGHT

1. The bottom of Long-term/Intermediate-term signs shall be at least 7 feet, but not more than 9 feet, above the paved surface, except as shown for supplemental plaques mounted below other signs.
2. The bottom of Short-term/Short Duration signs shall be a minimum of 1 foot above the pavement surface but no more than 2 feet above the ground.
3. Long-term/Intermediate-term Signs may be used in lieu of Short-term/Short Duration signing.
4. Short-term/Short Duration signs shall be used only during daylight and shall be removed at the end of the workday or raised to appropriate Long-term/Intermediate sign height.
5. Regulatory signs shall be mounted at least 7 feet, but not more than 9 feet, above the paved surface regardless of work duration.

SIZE OF SIGNS

1. The Contractor shall furnish the sign sizes shown on BC (2) unless otherwise shown in the plans or as directed by the Engineer.

SIGN SUBSTRATES

1. The Contractor shall ensure the sign substrate is installed in accordance with the manufacturer's recommendations for the type of sign support that is being used. The CWTCD lists each substrate that can be used on the different types and models of sign supports.
2. "Mesh" type materials are NOT an approved sign substrate, regardless of the tightness of the weave.
3. All wooden individual sign panels fabricated from 2 or more pieces shall have one or more plywood cleat, 1/2" thick by 6" wide, fastened to the back of the sign and extending fully across the sign. The cleat shall be attached to the back of the sign using wood screws that do not penetrate the face of the sign panel. The screws shall be placed on both sides of the splice and spaced at 6" centers. The Engineer may approve other methods of splicing the sign face.

REFLECTIVE SHEETING

1. All signs shall be retroreflective and constructed of sheeting meeting the color and retro-reflectivity requirements of DMS-8300 for rigid signs or DMS-8310 for roll-up signs. The web address for DMS specifications is shown on BC(1).
2. White sheeting, meeting the requirements of DMS-8300 Type A, shall be used for signs with a white background.
3. Orange sheeting, meeting the requirements of DMS-8300 Type B_{FL} or Type C_{FL}, shall be used for rigid signs with orange backgrounds.

SIGN LETTERS

1. All sign letters and numbers shall be clear, and open rounded type uppercase alphabet letters as approved by the Federal Highway Administration (FHWA) and as published in the "Standard Highway Sign Design for Texas" manual. Signs, letters and numbers shall be of first class workmanship in accordance with Department Standards and Specifications.

REMOVING OR COVERING

1. When sign messages may be confusing or do not apply, the signs shall be removed or completely covered.
2. Long-term stationary or intermediate stationary signs installed on square metal tubing may be turned away from traffic 90 degrees when the sign message is not applicable. This technique may not be used for signs installed in the median of divided highways or near any intersections where the sign may be seen from approaching traffic.
3. Signs installed on wooden skids shall not be turned at 90 degree angles to the roadway. These signs should be removed or completely covered when not required.
4. When signs are covered, the material used shall be opaque, such as heavy mil black plastic, or other materials which will cover the entire sign face and maintain their opaque properties under automobile headlights at night, without damaging the sign sheeting.
5. Burlap shall NOT be used to cover signs.
6. Duct tape or other adhesive material shall NOT be affixed to a sign face.
7. Signs and anchor stubs shall be removed and holes backfilled upon completion of work.

SIGN SUPPORT WEIGHTS

1. Where sign supports require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand should be used.
2. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight.
3. Rock, concrete, iron, steel or other solid objects shall not be permitted for use as sign support weights.
4. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs.
5. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall NOT be used.
6. Rubber ballasts designed for channelizing devices should not be used for ballast on portable sign supports. Sign supports designed and manufactured with rubber boses may be used when shown on the CWTCD list.
7. Sandbags shall only be placed along or laid over the base supports of the traffic control device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners. Sandbags shall be placed along the length of the skids to weigh down the sign support.
8. Sandbags shall NOT be placed under the skid and shall not be used to level sign supports placed on slopes.

FLAGS ON SIGNS

1. Flags may be used to draw attention to warning signs. When used, the flag shall be 16 inches square or larger and shall be orange or fluorescent red-orange in color. Flags shall not be allowed to cover any portion of the sign face.

SHEET 4 OF 12



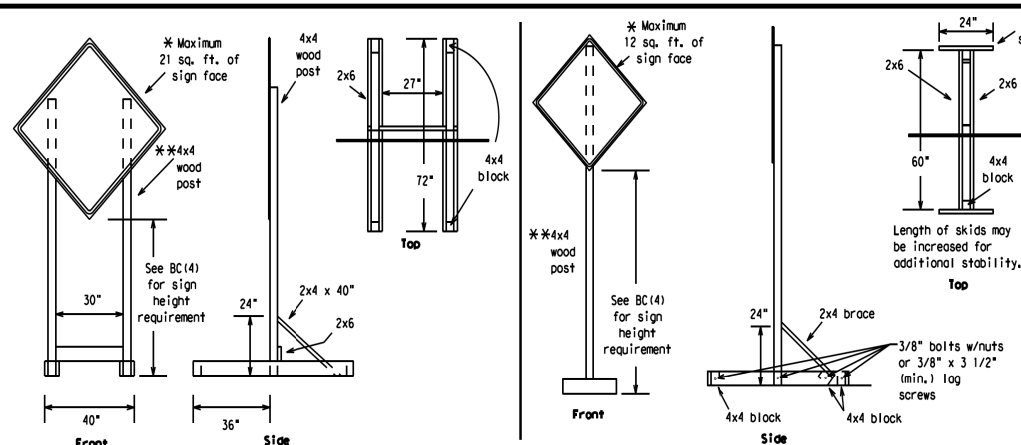
Texas Department of Transportation

Traffic
Safety
Division
Standard

BARRICADE AND CONSTRUCTION TEMPORARY SIGN NOTES

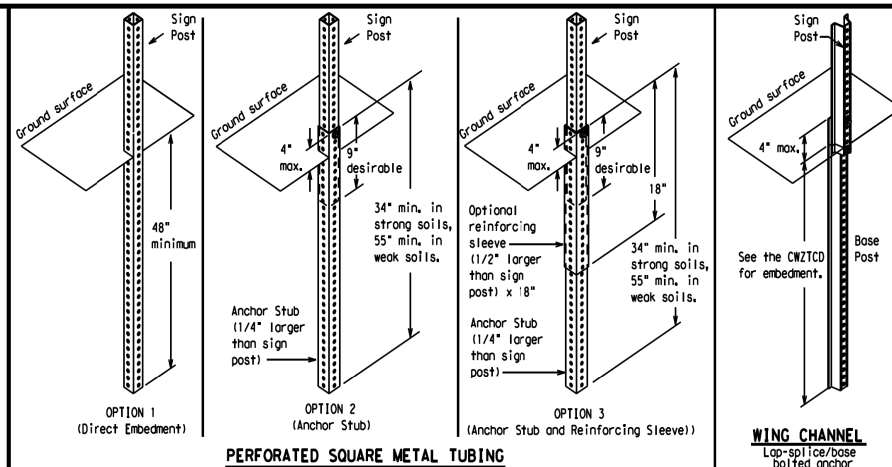
February 13, 2024 BC (4) - 21

9-07 8-14 7-13 5-21		REVISIONS		TxDOT November 2002		CONT SECT		JOB		HIGHWAY	
				0906 32		064		N/A			
		DIST		COUNTY		SHEET NO.					
		ODA		MIDLAND		25					



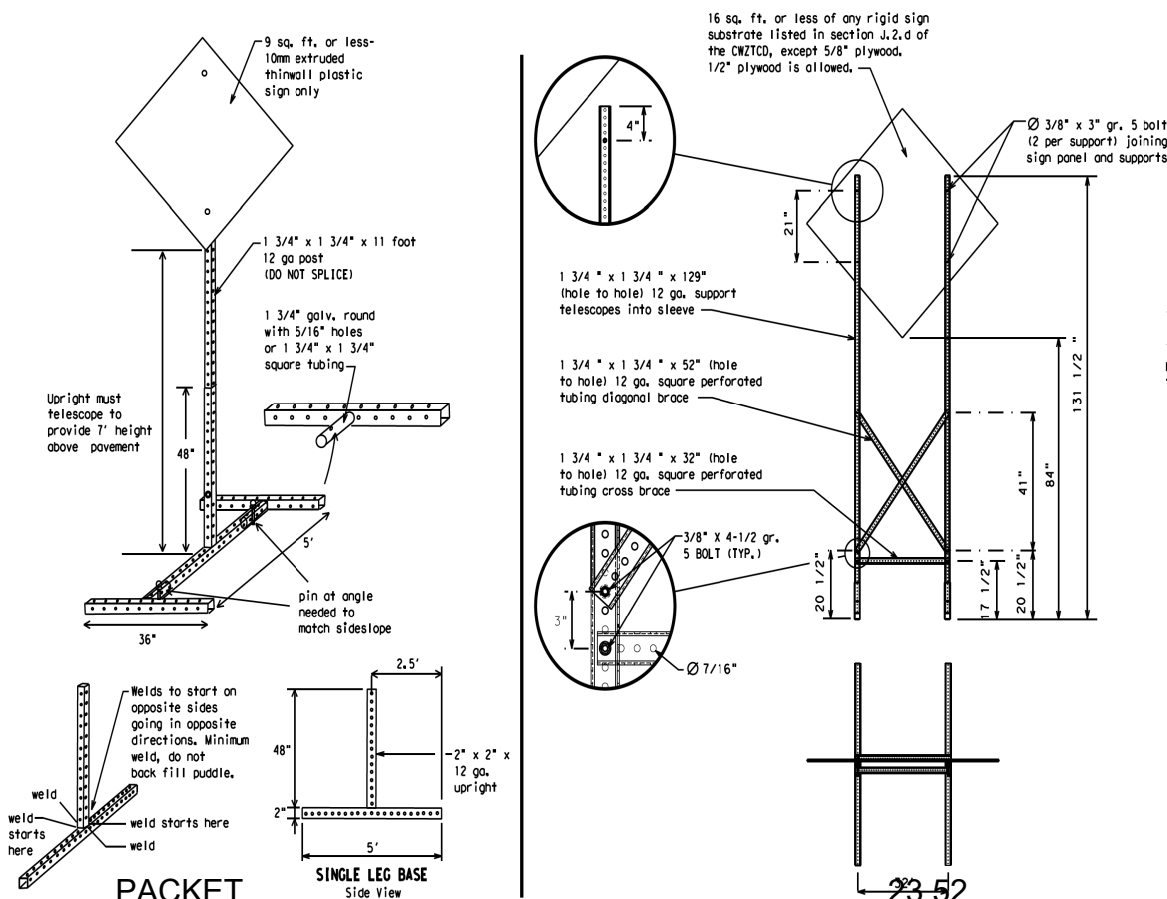
SKID MOUNTED WOOD SIGN SUPPORTS

* LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS



GROUND MOUNTED SIGN SUPPORTS

Refer to the CWZTCD and the manufacturer's installation procedure for each type sign support.
The maximum sign square footage shall adhere to the manufacturer's recommendation.
Two post installations can be used for larger signs.



PACKET

SKID MOUNTED PERFORATED SQUARE STEEL TUBING SIGN SUPPORTS

* LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS

WEDGE ANCHORS

Both steel and plastic Wedge Anchor Systems as shown on the SMD Standard Sheets may be used as temporary sign supports for signs up to 10 square feet of sign face. They may be set in concrete or in sturdy soils if approved by the Engineer. (See web address for "Traffic Engineering Standard Sheets" on BC(11)).

OTHER DESIGNS

MORE DETAILS OF APPROVED LONG/INTERMEDIATE
AND SHORT TERM SUPPORTS CAN BE FOUND ON THE
CWZTCD LIST. SEE BC(1) FOR WEBSITE LOCATION.

GENERAL NOTES

1. Nails may be used in the assembly of wooden sign supports, but 3/8" bolts with nuts or 3/8" x 3 1/2" lag screws must be used on every joint for final connection.
2. No more than 2 sign posts shall be placed within a 7 ft. circle, except for specific materials noted on the CRZTCD List.
3. When project is completed, all sign supports and foundations shall be removed from the project site. This will be considered subsidiary to Item 502.

* See BC(4) for definition of "Work Duration."

** Wood sign posts MUST be one piece. Splicing will NOT be allowed. Posts shall be painted white.

☐ See the CWZTCD for the type of sign substrate that can be used for each approved sign support.

SHEET 5 OF 12



Texas Department of Transportation

**Traffic
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BARRICADE AND CONSTRUCTION TYPICAL SIGN SUPPORT

BC (5) - 21

February 13, 2024

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7-13	5-21	ODA	MIDLAND	26

RECOMMENDED PHASES AND FORMATS FOR PCMS MESSAGES DURING ROADWORK ACTIVITIES

(The Engineer may approve other messages not specifically covered here.)

Phase 1: Condition Lists

- Other Condition List

FREEWAY CLOSED X MILE	FRONTAGE ROAD CLOSED	ROADWORK XXX FT	ROAD REPAIRS XXXX FT
ROAD CLOSED AT SH XXX	SHOULDER CLOSED XXX FT	FLAGGER XXXX FT	LANE NARROWS XXXX FT
ROAD CLSD AT FM XXXX	RIGHT LN CLOSED XXX FT	RIGHT LN NARROWS XXXX FT	TWO-WAY TRAFFIC XX MILE
RIGHT X LANES CLOSED	RIGHT X LANES OPEN	MERGING TRAFFIC XXXX FT	CONST TRAFFIC XXX FT
CENTER LANE CLOSED	DAYTIME LANE CLOSURES	LOOSE GRAVEL XXXX FT	UNEVEN LANES XXXX FT
NIGHT LANE CLOSURES	I-XX SOUTH EXIT CLOSED	DETOUR X MILE	ROUGH ROAD XXXX FT
VARIOUS LANES CLOSED	EXIT XXX CLOSED X MILE	ROADWORK PAST SH XXXX	ROADWORK NEXT FRI-SUN
EXIT CLOSED	RIGHT LN TO BE CLOSED	BUMP XXXX FT	US XXX EXIT X MILES
MALL DRIVEWAY CLOSED	X LANES CLOSED TUE - FRI	TRAFFIC SIGNAL XXXX FT	LANES SHIFT
XXXXXXXXX BLVD CLOSED	* LANES SHIFT in Phase 1 must be used with STAY IN LANE i		

Phase 2: Possible Component Lists

Take/Effect on Travel List		Location List	Warning List	** Advance Notice List
MERGE RIGHT	FORM X LINES RIGHT	AT FM XXXX	SPEED LIMIT XX MPH	TUE-FRI XX AM- X PM
DETOUR NEXT X EXITS	USE XXXXXX RD EXIT	BEFORE RAILROAD CROSSING	MAXIMUM SPEED XX MPH	APR XX- XX X PM-X AM
USE EXIT XXX	USE EXIT I-XX NORTH	NEXT X MILES	MINIMUM SPEED XX MPH	BEGINS MONDAY
STAY ON US XXX SOUTH	USE I-XX E TO I-XX N	PAST US XXX EXIT	ADVISORY SPEED XX MPH	BEGINS MAY XX
TRUCKS USE US XXX N	WATCH FOR TRUCKS	XXXXXXX TO XXXXXXX	RIGHT LANE EXIT	MAY X-X XX PM - XX AM
WATCH FOR TRUCKS	EXPECT DELAYS	US XXX TO FM XXXX	USE CAUTION	NEXT FRI-SUN
EXPECT DELAYS	PREPARE TO STOP		DRIVE SAFELY	XX AM TO XX PM
REDUCE SPEED XXX FT	END SHOULDER USE		DRIVE WITH CARE	NEXT TUE AUG XX
USE OTHER ROUTES	WATCH FOR WORKERS			TONIGHT XX PM- XX AM
STAY IN LANE				

WORD OR PHRASE	ABBREVIATION	WORD OR PHRASE	ABBREVIATION
Access Road	ACCS RD	Major	MAJ
Alternate	ALT	Miles	MI
Avenue	AVE	Miles Per Hour	MPH
Best Route	BEST RTE	Minor	MNR
Boulevard	BLVD	Monday	MON
Bridge	BRDG	Normal	NORM
Canot	CANT	North	N
Center	CTR	Northbound	(route) N
Construction Ahead	CONST AHD	Parking	PKING
CROSSING	XING	Road	RD
Detour Route	DETOUR RTE	Right Lane	RT LN
Do Not	DONT	Saturday	SAT
East	E	Service Road	SERV RD
Eastbound	E (route) E	Shoulder	SHLDR
Emergency	EMER	Slippery	SLIP
Emergency Vehicle	EMER VEH	South	S
Entrance, Enter	ENT	Southbound	(route) S
Express Lane	EXP LN	Speed	SPD
Expressway	EXPWY	Street	ST
XXXX Feet	XXXX FT	Street	SUN
Fog Ahead	FOG AHD	Telephone	PHONE
Freeway	FRWY, FWY	Temporary	TEMP
Freeway Blocked	FWY BLOCKED	Thursday	THURS
Friday	FR	To Downtown	TO DWTN
Hazardous Driving	HAZ DRIVING	Traffic	TRAF
Hazardous Material	HAZMAT	Travelers	TRVLRS
High-Occupancy	HOV	Tuesday	TUES
Vehicle	HWY	Time Minutes	TIME MIN
Highway	HR	Upper Level	UPR LEVEL
Hour(s)	HR, HRS	Vehicles (s)	VEH, VEHs
Information	INFO	Warning	WARN
It Is	ITS	Wednesday	WED
Junction	JCT	Weight Limit	WT LIMIT
Left	LT	West	W
Left Lane	LT LANE	Westbound	(route) W
Lane Closed	LANE CLSD	Wet Pavement	WET PMVT
Lower Level	LRN LEVEL	Will Not	WONT
Maintenance	MAINT		

WORDING ALTERNATIVES

1. The words RIGHT, LEFT and ALL can be interchanged as appropriate.
2. Roadway designations IH, US, SH, FM and LP can be interchanged as appropriate.
3. EAST, WEST, NORTH and SOUTH (or abbreviations E, W, N and S) can be interchanged as appropriate.
4. Highway names and numbers replaced as appropriate.
5. ROAD, HIGHWAY and FREEWAY can be interchanged as needed.
6. AHEAD may be used instead of distances if necessary.
7. FT and MI, MILE and MILES interchanged as appropriate.
8. AT, BEFORE and PAST interchanged as needed.
9. Distances or AHEAD can be eliminated from the message if a location phrase is used.

PCMS SIGNS WITHIN THE R.O.W. SHALL BE BEHIND GUARDRAIL OR CONCRETE BARRIER OR SHALL HAVE A MINIMUM OF FOUR (4) PLASTIC DRUMS PLACED PERPENDICULAR TO TRAFFIC ON THE UPSTREAM SIDE OF THE PCMS, WHEN EXPOSED TO ONE DIRECTION OF TRAFFIC. WHEN EXPOSED TO TWO WAY TRAFFIC, THE FOUR DRUMS SHOULD BE PLACED WITH ONE DRUM AT EACH OF THE FOUR CORNERS OF THE UNIT.

1. When Full Matrix PCMS signs are used, the character height and legibility/visibility requirements shall be maintained as listed in Note 15 under "PORTABLE CHANGEABLE MESSAGE SIGNS" above.
2. When symbol signs, such as the "Flagger Symbol" (W20-2) are represented graphically on the Full Matrix PCMS sign and, with the approval of the Engineer, shall maintain the legibility/visibility requirement listed above.
3. When symbol signs are represented graphically on the Full Matrix PCMS, they shall only supplement the use of the static sign represented, and shall not substitute for, or replace that sign.
4. A full matrix PCMS may be used to simulate a flashing arrow board provided it meets the visibility, flash rate and dimming requirements on BC(7), for the same size arrow.

SHEET 6 OF 12



BARRICADE AND CONSTRUCTION PORTABLE CHANGEABLE MESSAGE SIGN (PCMS)

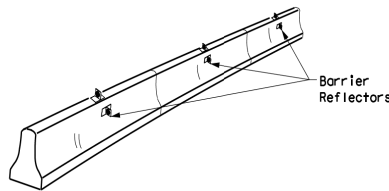
BC (6) - 21

9-7-07 8-14 7-13 5-21		DIST ODA	COUNTY MIDLAND	SHEET NO. 27
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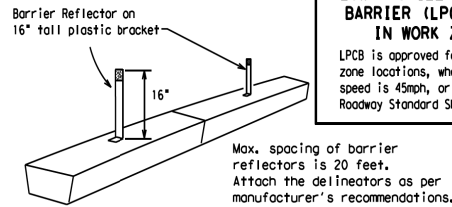
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1. Barrier Reflectors shall be pre-qualified, and conform to the color and reflectivity requirements of DMS-9600. A list of prequalified Barrier Reflectors can be found at the Material Producer List web address shown on BC(1).
2. Color of Barrier Reflectors shall be as specified in the TMTUCD. The cost of the reflectors shall be considered subsidiary to Item 512.

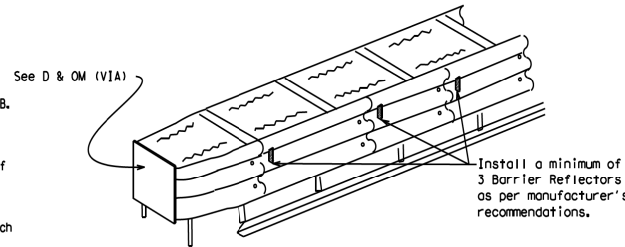


CONCRETE TRAFFIC BARRIER (CTB)

3. Where traffic is on one side of the CTB, two (2) Barrier Reflectors shall be mounted in approximately the midsection of each section of CTB. An alternate mounting location is uniformly spaced at one end of each CTB. This will allow for attachment of a barrier grapple without damaging the reflector. The Barrier Reflector mounted on the side of the CTB shall be located directly below the reflector mounted on top of the barrier, as shown in the detail above.
4. Where CTB separates two-way traffic, three barrier reflectors shall be mounted on each section of CTB. The reflector unit on top shall have two yellow reflective faces (Bi-Directional) while the reflectors on each side of the barrier shall have one yellow reflective face, as shown in the detail above.
5. When CTB separates traffic traveling in the same direction, no barrier reflectors will be required on top of the CTB.
6. Barrier Reflector units shall be yellow or white in color to match the edgeline being supplemented.
7. Maximum spacing of Barrier Reflectors is forty (40) feet.
8. Pavement markers or temporary flexible-reflective roadway marker tabs shall NOT be used as CTB delineation.
9. Attachment of Barrier Reflectors to CTB shall be per manufacturer's recommendations.
10. Missing or damaged Barrier Reflectors shall be replaced as directed by the Engineer.
11. Single slope barriers shall be delineated as shown on the above detail.



LOW PROFILE CONCRETE BARRIER (LPCB)

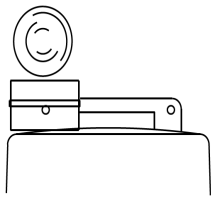


DELINEATION OF END TREATMENTS

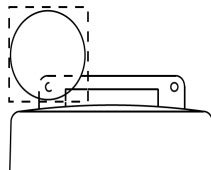
END TREATMENTS FOR CTB'S USED IN WORK ZONES

End treatments used on CTB's in work zones shall meet the appropriate crashworthy standards as defined in the Manual for Assessing Safety Hardware (MASH). Refer to the CWZTCD List for approved end treatments and manufacturers.

BARRIER REFLECTORS FOR CONCRETE TRAFFIC BARRIER AND ATTENUATORS



Type C Warning Light or approved substitute mounted on a drum adjacent to the travel way.



Warning reflector may be round or square. Must have a yellow reflective surface area of at least 30 square inches.

WARNING LIGHTS

1. Warning lights shall meet the requirements of the TMUTCD.
2. Warning lights shall NOT be installed on barricades.
3. Type A-Low Intensity Flashing Warning Lights are commonly used with drums. They are intended to warn of or mark a potentially hazardous area. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "FL". The Type A Warning Lights shall not be used with signs manufactured with type B_{FL} or F_{FL} Sheetting meeting the requirements of Departmental Material Specification DMS-8300.
4. Type-C and Type D 360 degree Steady Burn Lights are intended to be used in a series for delineation to supplement other traffic control devices. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "SB".
5. The Engineer/Inspector or the plans shall specify the location and type of warning lights to be installed on the traffic control devices.
6. When required by the Engineer, the Contractor shall furnish a copy of the warning lights certification. The warning light manufacturer will certify the warning lights meet the requirements of the latest ITE Purchase Specifications for Flashing and Steady-Burn Warning Lights.
7. When used to delineate curves, Type-C and Type D Steady Burn Lights should only be placed on the outside of the curve, not the inside.
8. The location of warning lights and warning reflectors on drums shall be as shown elsewhere in the plans.

WARNING LIGHTS MOUNTED ON PLASTIC DRUMS

1. Type A flashing warning lights are intended to warn drivers that they are approaching or are in a potentially hazardous area.
2. Type A random flashing warning lights are not intended for delineation and shall not be used in a series.
3. A series of sequential flashing warning lights placed on channelizing devices to form a merging taper may be used for delineation. If used, the successive flashing of the sequential warning lights should occur from the beginning of the taper to the end of the merging taper in order to identify the desired vehicle path. The rate of flashing for each light shall be 65 flashes per minute, plus or minus 10 flashes.
4. Type C and D steady-burn warning lights are intended to be used in a series to delineate the edge of the travel lane on detours, on lane changes, on lane closures, and on other similar conditions.
5. Type A, Type C and Type D warning lights shall be installed at locations as detailed on other sheets in the plans.
6. Warning lights shall not be installed on a drum that has a sign, chevron or vertical panel.
7. The maximum spacing for warning lights on drums should be identical to the channelizing device spacing.

WARNING REFLECTORS MOUNTED ON PLASTIC DRUMS AS A SUBSTITUTE FOR TYPE C (STEADY BURN) WARNING LIGHTS

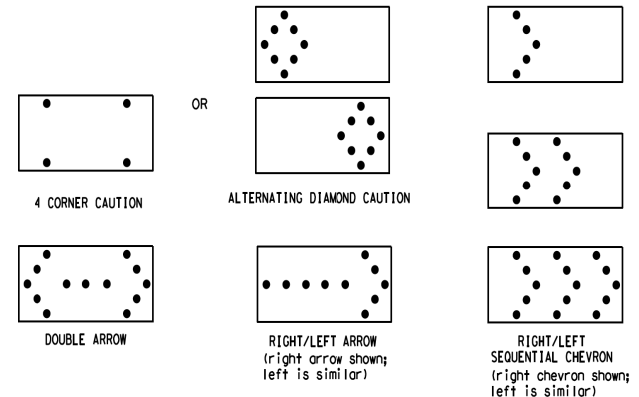
1. A warning reflector or approved substitute may be mounted on a plastic drum as a substitute for a Type C, steady burn warning light at the discretion of the Contractor unless otherwise noted in the plans.
2. The warning reflector shall be yellow in color and shall be manufactured using a sign substrate approved for use with plastic drums listed on the CMVCD.
3. The warning reflector shall have a minimum retroreflective surface area (one-side) of 30 square inches.
4. Round reflectors shall be fully reflectorized, including the area where attached to the drum.
5. Square substrates must have a minimum of 30 square inches of reflectorized sheeting. They do not have to be reflectorized where it attaches to the drum.
6. The side of the warning reflector facing approaching traffic shall have sheeting meeting the color and retroreflectivity requirements for DMS 8300-Type B or Type C.
7. When used near two-way traffic, both sides of the warning reflector shall be reflectorized.
8. The warning reflector should be mounted on the side of the handle nearest approaching traffic.
9. The maximum spacing for warning reflectors should be identical to the channelizing device spacing requirements.

**LOW PROFILE CONCRETE
BARRIER (LPCB) USED
IN WORK ZONES**

LPCB is approved for use in work zone locations, where the posted speed is 45mph, or less. See Roadway Standard Sheet LPCB,

Arrow Boards may be located behind channelizing devices in place for a shoulder taper or merging taper, otherwise they shall be delineated with four (4) channelizing devices placed perpendicular to traffic on the upstream side of traffic.

1. The Flashing Arrow Board should be used for all lane closures on multi-lane roadways, or slow moving maintenance or construction activities on the travel lanes.
2. Flashing Arrow Boards should not be used on two-lane, two-way roadways, detours, diversions or work on shoulders unless the "CAUTION" display (see detail below) is used.
3. The Engineer/Inspector shall choose all appropriate signs, barricades and/or other traffic control devices that should be used in conjunction with the Flashing Arrow Board.
4. The Flashing Arrow Board should be able to display the following symbols:



5. The "CAUTION" display consists of four corner lamps flashing simultaneously, or the Alternating Diamond Caution mode as shown.
6. The straight line caution display is NOT ALLOWED.
7. The Flashing Arrow Board shall be capable of minimum 50 percent dimming from rated lamp voltage.
8. The flashing rate of the lamps shall not be less than 25 nor more than 40 flashes per minute.
9. Minimum lamp "on time" shall be approximately 50 percent for the flashing arrow and equal intervals of 25 percent for each sequential phase of the flashing chevron.
10. The sequential arrow display is NOT ALLOWED.
11. The flashing arrow display is the TxDOT standard; however, the sequential chevron display may be used during daylight operations.
12. The Flashing Arrow Board shall be mounted on a vehicle, trailer or other suitable support.
13. A Flashing Arrow Board SHALL NOT BE used to laterally shift traffic.
14. A full matrix PCMS may be used to simulate a Flashing Arrow Board provided it meets visibility, flash rate and dimming requirements on this sheet for the same size arrow.
15. Minimum mounting height of trailer mounted Arrow Boards should be 7 feet from roadway to bottom of panel.

REQUIREMENTS			
TYPE	MINIMUM SIZE	MINIMUM NUMBER OF PANEL LAMPS	MINIMUM VISIBILITY DISTANCE
B	30 x 60	13	3/4 mile
C	48 x 96	15	1 mile

ATTENTION

Flashing Arrow Boards shall be equipped with automatic dimming devices.

WHEN NOT IN USE, REMOVE
THE ARROW BOARD FROM THE
RIGHT-OF-WAY OR PLACE THE
ARROW BOARD BEHIND CONCRETE
TRAFFIC BARRIER OR GUARDRAIL.

FLASHING ARROW BOARDS

SHEET 7 OF 12

TRUCK-MOUNTED ATTENUATORS

1. Truck-mounted attenuators (TMA) used on TxDOT facilities must meet the requirements outlined in the Manual for Assessing Safety Hardware (MASH).
2. Refer to the CWTCD for the requirements of Level 2 or Level 3 TMA.
3. Refer to the CWTCD for a list of approved TMAs.
4. TMAs are required on freeways unless otherwise noted in the plans.
5. A TMA should be used anytime that it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the work performance.
6. The only reason a TMA should not be required is if the area is spread down the roadway and the work crew is on an extended distance from the TMA.



Texas Department of Transportation

**Traffic
Safety
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Standard**

**BARRICADE AND CONSTRUCTION
ARROW PANEL, REFLECTORS,
WARNING LIGHTS & ATTENUATOR**

BC (7) - 21

REVISED		DWG	TxDOT	C&G TxDOT	DWG	TxDOT	C&G TxDOT
© TxDOT November 2002		CONT	SECT	JOB	HIGHWAY		
REVISIONS							
9-07	8-14	0906	32	064	N/A		
7-13	5-21	DIST	COUNTY				SHEET NO.
		ODA	MIDLAND				28

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DATE: 1/5/2024
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GENERAL NOTES

- For long term stationary work zones on freeways, drums shall be used as the primary channelizing device.
- For intermediate term stationary work zones on freeways, drums should be used as the primary channelizing device but may be replaced in tangent sections by vertical panels, or 42" two-piece cones. In tangent sections, one-piece cones may be used with the approval of the Engineer but only if personnel are present on the project at all times to maintain the cones in proper position and location.
- For short term stationary work zones on freeways, drums are the preferred channelizing device but may be replaced in tapers, transitions and tangent sections by vertical panels, two-piece cones or one-piece cones as approved by the Engineer.
- Drums and all related items shall comply with the requirements of the current version of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
- Drums, bases, and related materials shall exhibit good workmanship and shall be free from objectionable marks or defects that would adversely affect their appearance or serviceability.
- The Contractor shall have a maximum of 24 hours to replace any plastic drums identified for replacement by the Engineer/Inspector. The replacement device must be an approved device.

GENERAL DESIGN REQUIREMENTS

Pre-qualified plastic drums shall meet the following requirements:

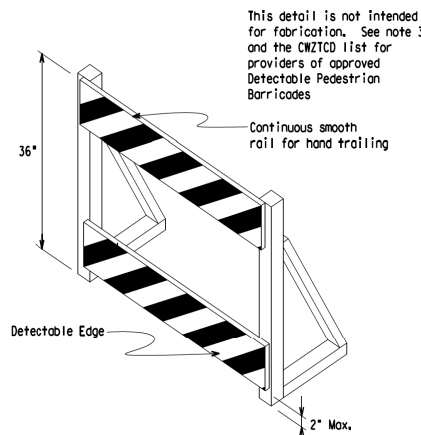
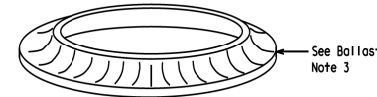
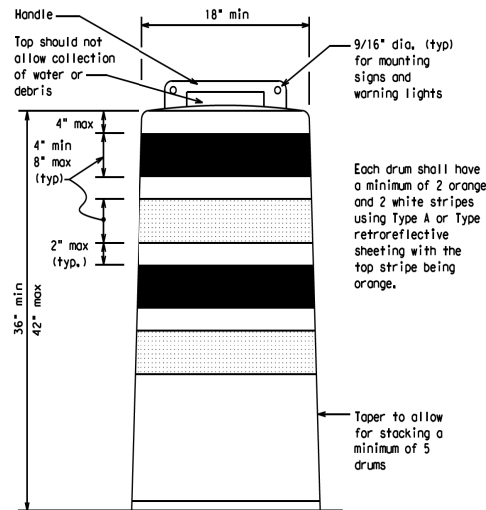
- Plastic drums shall be a two-piece design; the "body" of the drum shall be the top portion and the "base" shall be the bottom.
- The body and base shall lock together in such a manner that the body separates from the base when impacted by a vehicle traveling at a speed of 20 MPH or greater but prevents accidental separation due to normal handling and/or air turbulence created by passing vehicles.
- Plastic drums shall be constructed of lightweight flexible, and deformable materials. The Contractor shall NOT use metal drums or single piece plastic drums as channelization devices or sign supports.
- Drums shall present a profile that is a minimum of 18 inches in width at the 36 inch height when viewed from any direction. The height of drum unit (body installed on base) shall be a minimum of 36 inches and a maximum of 42 inches.
- The top of the drum shall have a built-in handle for easy pickup and shall be designed to drain water and not collect debris. The handle shall have a minimum of two widely spaced 9/16 inch diameter holes to allow attachment of a warning light, warning reflector unit or approved compliant sign.
- The exterior of the drum body shall have a minimum of four alternating orange and white retroreflective circumferential stripes not less than 4 inches nor greater than 8 inches in width. Any non-reflectorized space between any two adjacent stripes shall not exceed 2 inches in width.
- Bases shall have a maximum width of 36 inches, a maximum height of 4 inches, and a minimum of two footholds of sufficient size to allow base to be held down while separating the drum body from the base.
- Plastic drums shall be constructed of ultra-violet stabilized, orange, high-density polyethylene (HDPE) or other approved material.
- Drum body shall have a maximum unballasted weight of 11 lbs.
- Drum and base shall be marked with manufacturer's name and model number.

RETROREFLECTIVE SHEETING

- The stripes used on drums shall be constructed of sheeting meeting the color and retroreflectivity requirements of Departmental Materials Specification DMS-8300, "Sign Face Materials." Type A or Type B reflective sheeting shall be supplied unless otherwise specified in the plans.
- The sheeting shall be suitable for use on and shall adhere to the drum surface such that, upon vehicular impact, the sheeting shall remain adhered in-place and exhibit no delaminating, cracking, or loss of retroreflectivity other than that loss due to abrasion of the sheeting surface.

BALLAST

- Unballasted bases shall be large enough to hold up to 50 lbs. of sand. This base, when filled with the ballast material, should weigh between 35 lbs (minimum) and 50 lbs (maximum). The ballast may be sand in one to three sandbags separate from the base, sand in a sand-filled plastic base, or other ballasting devices as approved by the Engineer. Stacking of sandbags will be allowed, however height of sandbags above pavement surface may not exceed 12 inches.
- Bases with built-in ballast shall weigh between 40 lbs. and 50 lbs. Built-in ballast can be constructed of an integral crumb rubber base or a solid rubber base.
- Recycled truck tire sidewalls may be used for ballast on drums approved for this type of ballast on the CWZTCD list.
- The ballast shall not be heavy objects, water, or any material that would become hazardous to motorists, pedestrians, or workers when the drum is struck by a vehicle.
- When used in areas susceptible to freezing, drums shall have drainage holes in the ballast so that water will not collect and freeze becoming a hazard when struck by a vehicle.
- Ballast shall not be placed on top of drums.
- Adhesives may be used to secure base of drums to pavement.



DETECTABLE PEDESTRIAN BARRICADES

- When existing pedestrian facilities are disrupted, closed, or relocated in a TTC zone, the temporary facilities shall be detectable and include accessibility features consistent with the features present in the existing pedestrian facility. Refer to WZ(BTS-2) for Pedestrian Control requirements for Sidewalk Diversions, Sidewalk Detours and Crosswalk Closures.
- Where pedestrians with visual disabilities normally use the closed sidewalk, a Detectable Pedestrian Barricade shall be placed across the full width of the closed sidewalk instead of a Type 3 Barricade.
- Detectable pedestrian barricades similar to the one pictured above, longitudinal channelizing devices, some concrete barriers, and wood or chain link fencing with a continuous detectable edging can satisfactorily delineate a pedestrian path.
- Tape, rope, or plastic chain strung between devices are not detectable, do not comply with the design standards in the "Americans with Disabilities Act Accessibility Guidelines (ADAAG)" and should not be used as a control for pedestrian movements.
- Warning lights shall not be attached to detectable pedestrian barricades.
- Detectable pedestrian barricades should use 8" nominal barricade rolls as shown on BC(10) provided. The top rail provides a smooth continuous roll suitable for hand trailing with no splinters, burrs, or sharp edges.



18" x 24" Sign
(Maximum Sign Dimension)
Chevron CW-8, Opposing Traffic Lane
Divider, Driveway sign D70a, Keep Right
R4 series or other signs as approved
by Engineer



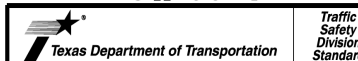
12" x 24"
Vertical Panel
mount with diagonals
sloping down towards
travel way

Plywood, Aluminum or Metal sign
substrates shall NOT be used on
plastic drums

SIGNS, CHEVRONS, AND VERTICAL PANELS MOUNTED ON PLASTIC DRUMS

- Signs used on plastic drums shall be manufactured using substrates listed on the CWZTCD.
- Chevrons and other work zone signs with an orange background shall be manufactured with Type B_{FL} or Type C_{FL} Orange sheeting meeting the color and retroreflectivity requirements of DMS-8300, "Sign Face Material," unless otherwise specified in the plans.
- Vertical Panels shall be manufactured with orange and white sheeting meeting the requirements of DMS-8300 Type A or Type B. Diagonal stripes on Vertical Panels shall slope down toward the intended traveled lane.
- Other sign messages (text or symbolic) may be used as approved by the Engineer. Sign dimensions shall not exceed 18 inches in width or 24 inches in height, except for the R9 series signs discussed in note 8 below.
- Signs shall be installed using a 1/2 inch bolt (nominal) and nut, two washers, and one locking washer for each connection.
- Mounting bolts and nuts shall be fully engaged and adequately torqued. Bolts should not extend more than 1/2 inch beyond nuts.
- Chevrons may be placed on drums on the outside of curves, on merging tapers or on shifting tapers. When used in these locations, they may be placed on every drum or spaced not more than on every third drum. A minimum of three (3) should be used at each location called for in the plans.
- R9-9, R9-10, R9-11 and R9-11a Sidewalk Closed signs which are 24 inches wide may be mounted on plastic drums, with approval of the Engineer.

SHEET 8 OF 12



BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC (8) -21

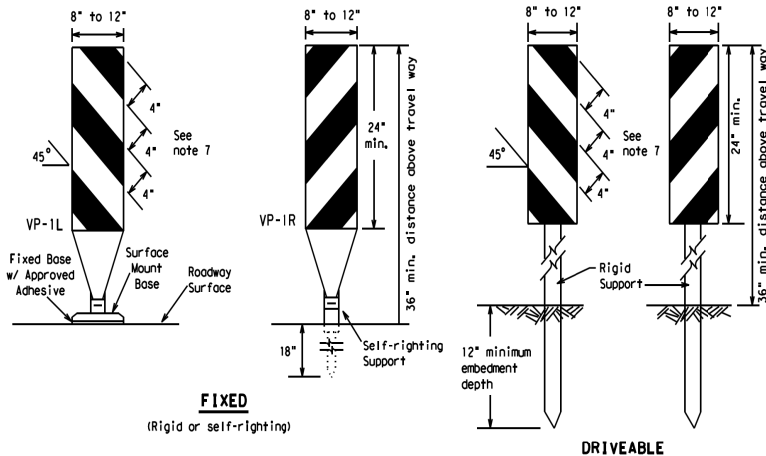
February 13, 2024

REV	DATE	BY	CHK	APP	DESCRIPTION
1	09-06	32	064	N/A	
2	09-07	5-21			
3	7-13				

102

DISCLAIMER: This standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by the use of this standard for any purpose other than that intended. The user assumes all liability for any results or damages resulting from its use.

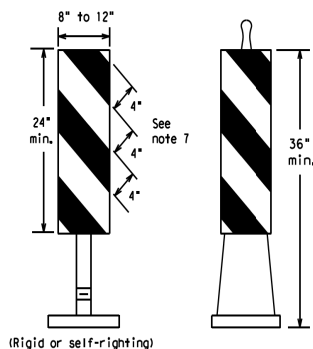
DATE: 1/5/2024
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FIXED

(Rigid or self-righting)

DRIVEABLE

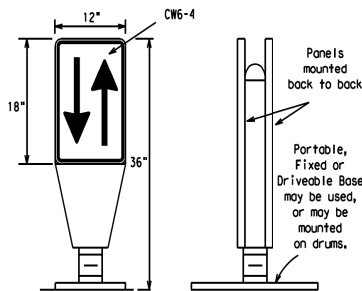


(Rigid or self-righting)

PORTABLE

VERTICAL PANELS (VPs)

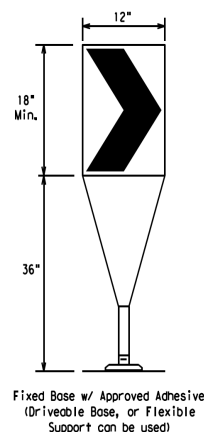
- Vertical Panels (VP's) are normally used to channelize traffic or divide opposing lanes of traffic.
- VP's may be used in daytime or nighttime situations. They may be used at the edge of shoulder drop-offs and other areas such as lane transitions where positive daytime and nighttime delineation is required. The Engineer/Inspector shall refer to the Roadway Design Manual for additional requirements on the use VP's for drop-offs.
- VP's should be mounted back to back if used at the edge of cuts adjacent to two-way two lane roadways. Stripes are to be reflective orange and reflective white and should always slope downward toward the travel lane.
- VP's used on expressways and freeways or other high speed roadways, may have more than 270 square inches of retroreflective area facing traffic.
- Self-righting supports are available with portable base. See "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
- Sheeting for the VP's shall be retroreflective Type A or Type B conforming to Departmental Material Specification DMS-8300, unless noted otherwise.
- Where the height of reflective material on the vertical panel is 36 inches or greater, a panel stripe of 6 inches shall be used.



PACKET

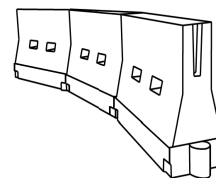
OPPOSING TRAFFIC LANE DIVIDERS (OTLD)

- Opposing Traffic Lane Dividers (OTLD) are delineation devices designed to convert a normal one-way roadway section to two-way operation. OTLD's are used on temporary centerlines. The upward and downward arrows on the sign's face indicate the direction of traffic on either side of the divider. The base is secured to the pavement with an adhesive or rubber weight to minimize movement caused by a vehicle impact or wind gust.
- The OTLD may be used in combination with 42" cones or VPs.
- Spacing between the OTLD shall not exceed 500 feet. 42" cones or VPs placed between the OTLD's should not exceed 100 foot spacing.
- The OTLD shall be orange with a black non-reflective legend. Sheeting for the OTLD shall be retroreflective Type B₂ or Type C₂ conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.



- The chevron shall be a vertical rectangle with a minimum size of 12 by 18 inches.
- Chevrons are intended to give notice of a sharp change of alignment with the direction of travel and provide additional emphasis and guidance for vehicle operators with regard to changes in horizontal alignment of the roadway.
- Chevrons, when used, shall be erected on the outside of a sharp curve or turn, or on the far side of an intersection. They shall be in line with and at right angles to approaching traffic. Spacing should be such that the motorist always has three in view, until the change in alignment eliminates its need.
- To be effective, the chevron should be visible for at least 500 feet.
- Chevrons shall be orange with a black nonreflective legend. Sheeting for the chevron shall be retroreflective Type B₂ or Type C₂ conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.
- For Long Term Stationary use on tapers or transitions on freeways and divided highways, self-righting chevrons may be used to supplement plastic drums but not to replace plastic drums.

CHEVRONS



LONGITUDINAL CHANNELIZING DEVICES (LCD)

- LCDs are crashworthy, lightweight, deformable devices that are highly visible, have good target value and can be connected together. They are not designed to contain or redirect a vehicle on impact.
- LCDs may be used instead of a line of cones or drums.
- LCDs shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
- LCDs should not be used to provide positive protection for obstacles, pedestrians or workers.
- LCDs shall be supplemented with retroreflective delineation as required for temporary barriers on BC(7) when placed roughly parallel to the travel lanes.
- LCDs used as barricades placed perpendicular to traffic should have at least one row of reflective sheeting meeting the requirements for barricade rolls as shown on BC(10). Place reflective sheeting near the top of the LCD along the full length of the device.

WATER BALLASTED SYSTEMS USED AS BARRIERS

- Water ballasted systems used as barriers shall not be used solely to channelize road users, but also to protect the work space per the appropriate Manual for Assessing Safety Hardware (MASH) crashworthiness requirements based on roadway speed and barrier application.
- Water ballasted systems used to channelize vehicular traffic shall be supplemented with retroreflective delineation or channelizing devices to improve daytime/nighttime visibility. They may also be supplemented with pavement markings.
- Water ballasted systems used as barriers shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
- Water ballasted systems used as barriers should not be used for a merging taper except in low speed (less than 45 MPH) urban areas. When used on a taper in a low speed urban area, the taper shall be delineated and the taper length should be designed to optimize road user operations considering the available geometric conditions.
- When water ballasted systems used as barriers have blunt ends exposed to traffic, they should be attenuated as per manufacturer recommendations or flared to a point outside the clear zone.

If used to channelize pedestrians, longitudinal channelizing devices or water ballasted systems must have a continuous detectable bottom for users of long cones and the top of the unit shall not be less than 32 inches in height.

GENERAL NOTES

- Work Zone channelizing devices illustrated on this sheet may be installed in close proximity to traffic and are suitable for use on high or low speed roadways. The Engineer/Inspector shall ensure that spacing and placement is uniform and in accordance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
- Channelizing devices shown on this sheet may have a driveable, fixed or portable base. The requirement for self-righting channelizing devices must be specified in the General Notes or other plan sheets.
- Channelizing devices on self-righting supports should be used in work zone areas where channelizing devices are frequently impacted by errant vehicles or vehicle related wind gusts making alignment of the channelizing devices difficult to maintain. Locations of these devices shall be detailed elsewhere in the plans. These devices shall conform to the TMUTCD and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
- The Contractor shall maintain devices in a clean condition and replace damaged, nonreflective, faded, or broken devices and bases as required by the Engineer/Inspector. The Contractor shall be required to maintain proper device spacing and alignment.
- Portable bases shall be fabricated from virgin and/or recycled rubber. The portable bases shall weigh a minimum of 30 lbs.
- Pavement surfaces shall be prepared in a manner that ensures proper bonding between the adhesives, the fixed mount bases and the pavement surface. Adhesives shall be prepared and applied according to the manufacturer's recommendations.
- The installation and removal of channelizing devices shall not cause detrimental effects to the final pavement surfaces, including pavement surface discoloration or surface integrity. Driveable bases shall not be permitted on final pavement surfaces. The Engineer/Inspector shall approve all application and removal procedures of fixed bases.

Posted Speed	Formula	Minimum Desirable Taper Lengths * * *			Suggested Maximum Spacing of Channelizing Devices	
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent
30	L = WS ² 60	150'	165'	180'	30'	60'
35		205'	225'	245'	35'	70'
40		265'	295'	320'	40'	80'
45	L = WS	450'	495'	540'	45'	90'
50		500'	550'	600'	50'	100'
55		550'	605'	660'	55'	110'
60		600'	660'	720'	60'	120'
65		650'	715'	780'	65'	130'
70		700'	770'	840'	70'	140'
75		750'	825'	900'	75'	150'
80		800'	880'	960'	80'	160'

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

SUGGESTED MAXIMUM SPACING OF CHANNELIZING DEVICES AND MINIMUM DESIRABLE TAPER LENGTHS

SHEET 9 OF 12



BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC (9) - 21

REV	DATE	BY	CHK	APP	DESCRIPTION	SHEET NO.
1	0906	32	064	N/A	REVISIONS	
9-07	8-14				COUNTY	
7-13	5-21	ODA		MIDLAND		30

DATE: 1/5/2024
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Barricades shall NOT be used as a sign support.



Stiffener may be inside or outside of support, but no more than 2 stiffeners shall be allowed on one barricade.

Alternate

Approx. 50'

Drums, vertical panels or 42" cones at 50' maximum spacing

Approx. 50'

Alternate

Min. 2 drums or 1 Type 3 barricade

STOCKPILE

Min. 2 drums or 1 Type 3 barricade

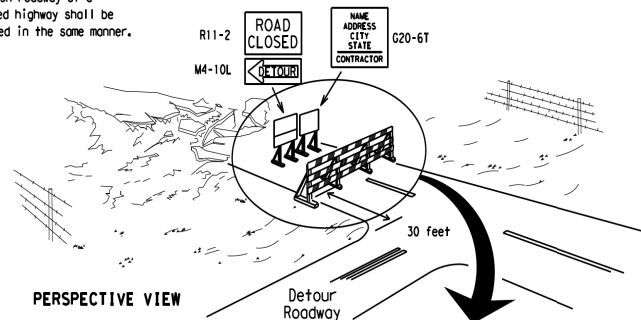
On one-way roads downstream drums or barricade may be omitted here

Desirable stockpile location is outside clear zone.

Channelizing devices parallel to traffic should be used when stockpile is within 30' from travel lane.

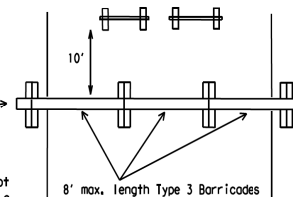
PACKET

Each roadway of a divided highway shall be barricaded in the same manner.



The three rails on Type 3 barricades shall be reflectorized orange and reflective white stripes on one side facing one-way traffic and both sides for two-way traffic.

Barricade striping should slant downward in the direction of detour.

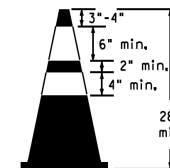
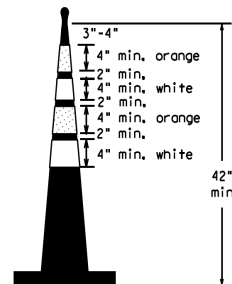


1. Signs should be mounted on independent supports at a 7 foot mounting height in center of roadway. The signs should be a minimum of 10 feet behind Type 3 Barricades.
2. Advance signing shall be as specified elsewhere in the plans.

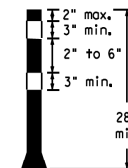
CONES



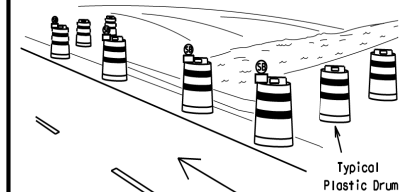
Two-Piece cones



One-Piece cones

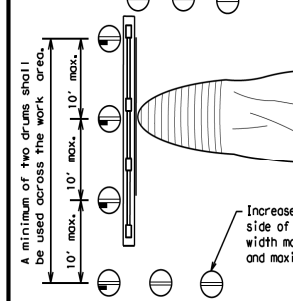


Tubular Marker



PERSPECTIVE VIEW

— These drums are not required on one-way roadway



PLAN VIEW

✓ Increase number of plastic drums on the side of approaching traffic if the crown width makes it necessary. (minimum of 2 and maximum of 4 drums)

CULVERT WIDENING OR OTHER ISOLATED WORK WITHIN THE PROJECT LIMITS

LEGEND

	Plastic drum
	Plastic drum with steady burn light or yellow warning reflector
	Steady burn warning light or yellow warning reflector

1. Where positive redirection capability is provided, drums may be omitted.
2. Plastic construction fencing may be used with drums for safety as required in the plans.
3. Vertical Panels on flexible support may be substituted for drums when the shoulder width is less than 4 feet.
4. When the shoulder width is greater than 12 feet, steady-burn lights may be omitted if drums are used.
5. Drums must extend the length of the culvert widening.

28" Cones shall have a minimum weight of 9 1/2 lbs.

42" 2-piece cones shall have a minimum weight of
30 lbs. including base.

1. Traffic cones and tubular markers shall be predominantly orange, and meet the height and weight requirements shown above.
2. One-piece cones have the body and base of the cone molded in one consolidated unit. Two-piece cones have a cone shaped body and a separate rubber base, or ballast, that is added to keep the device upright and in place.
3. Two-piece cones may have a handle or loop extending up to 8" above the minimum height shown, in order to aid in retrieving the device.
4. Cones or tubular markers shall have white or white and orange reflective bands as shown above. The reflective bands shall have a smooth, sealed outer surface and meet the requirements of Departmental Material Specification DMS-8300 Type A or Type B.
5. 28" cones and tubular markers are generally suitable for short duration and short-term stationary work as defined on BC(4). These should not be used for intermediate-term or long-term stationary work unless personnel are on-site to maintain them in their proper upright position.
6. 42" two-piece cones, vertical panels or drums are suitable for all work zone durations.
7. Cones or tubular markers used on each project should be of the same size and shape.

SHEET 10 OF 12



Texas Department of Transportation

**Traffic
Safety
Division
Standard**

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC (10) - 21

February 13, 2024

9-07	8-14	0906	32	064	N/A
7-13	5-21	DIST	COUNTY		SHEET NO.
		ODA	MIDLAND		31

10

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by the Department of Transportation for the use of this standard for other than the purposes for which it was developed. The Department of Transportation is not responsible for any damages resulting from the use of this standard for other than the purposes for which it was developed.

DATE: 11/5/2024
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WORK ZONE PAVEMENT MARKINGS

GENERAL

1. The Contractor shall be responsible for maintaining work zone and existing pavement markings, in accordance with the standard specifications and special provisions, on all roadways open to traffic within the CSJ limits unless otherwise stated in the plans.
2. Color, patterns and dimensions shall be in conformance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
3. Additional supplemental pavement marking details may be found in the plans or specifications.
4. Pavement markings shall be installed in accordance with the TMUTCD and as shown on the plans.
5. When short term markings are required on the plans, short term markings shall conform with the TMUTCD, the plans and details as shown on the Standard Plan Sheet WZ(STPM).
6. When standard pavement markings are not in place and the roadway is opened to traffic, DO NOT PASS signs shall be erected to mark the beginning of the sections where passing is prohibited and PASS WITH CARE signs at the beginning of sections where passing is permitted.
7. All work zone pavement markings shall be installed in accordance with Item 662, "Work Zone Pavement Markings."

RAISED PAVEMENT MARKERS

1. Raised pavement markers are to be placed according to the patterns on BC(12).
2. All raised pavement markers used for work zone markings shall meet the requirements of Item 672, "RAISED PAVEMENT MARKERS" and Departmental Material Specification DMS-4200 or DMS-4300.

PREFABRICATED PAVEMENT MARKINGS

1. Removable prefabricated pavement markings shall meet the requirements of DMS-8241.
2. Non-removable prefabricated pavement markings (foil back) shall meet the requirements of DMS-8240.

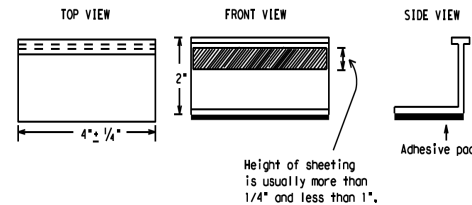
MAINTAINING WORK ZONE PAVEMENT MARKINGS

1. The Contractor will be responsible for maintaining work zone pavement markings within the work limits.
2. Work zone pavement markings shall be inspected in accordance with the frequency and reporting requirements of work zone traffic control device inspections as required by Form 599.
3. The markings should provide a visible reference for a minimum distance of 300 feet during normal daylight hours and 160 feet when illuminated by automobile low-beam headlights at night, unless sight distance is restricted by roadway geometrics.
4. Markings failing to meet this criteria within the first 30 days after placement shall be replaced at the expense of the Contractor as per Specification Item 662.

REMOVAL OF PAVEMENT MARKINGS

1. Pavement markings that are no longer applicable, could create confusion or direct a motorist toward or into the closed portion of the roadway shall be removed or obliterated before the roadway is opened to traffic.
2. The above shall not apply to detours in place for less than three days, where flaggers and/or sufficient channelizing devices are used in lieu of markings to outline the detour route.
3. Pavement markings shall be removed to the fullest extent possible, so as not to leave a discernable marking. This shall be by any method approved by TxDOT Specification Item 677 for "Eliminating Existing Pavement Markings and Markers".
4. The removal of pavement markings may require resurfacing or seal coating portions of the roadway as described in Item 677.
5. Subject to the approval of the Engineer, any method that proves to be successful on a particular type pavement may be used.
6. Blast cleaning may be used but will not be required unless specifically shown in the plans.
7. Over-painting of the markings SHALL NOT BE permitted.
8. Removal of raised pavement markers shall be as directed by the Engineer.
9. Removal of existing pavement markings and markers will be paid for directly in accordance with Item 677, "ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS," unless otherwise stated in the plans.
10. Black-out marking tape may be used to cover conflicting existing markings for periods less than two weeks when approved by the Engineer.

Temporary Flexible-Reflective Roadway Marker Tabs



STAPLES OR NAILS SHALL NOT BE USED TO SECURE
TEMPORARY FLEXIBLE-REFLECTIVE ROADWAY MARKER
TABS TO THE PAVEMENT SURFACE

1. Temporary flexible-reflective roadway marker tabs used as guidemarks shall meet the requirements of DMS-8242.
2. Tabs detailed on this sheet are to be inspected and accepted by the Engineer or designated representative. Sampling and testing is not normally required, however at the option of the Engineer, either "A" or "B" below may be imposed to assure quality before placement on the roadway.
 - A. Select five (5) or more tabs at random from each lot or shipment and submit to the Construction Division, Materials and Pavement Section to determine specification compliance.
 - B. Select five (5) tabs and perform the following test. Affix five (5) tabs at 24 inch intervals on an asphaltic pavement in a straight line. Using a medium size passenger vehicle or pickup, run over the markers with the front and rear tires at a speed of 35 to 40 miles per hour, four (4) times in each direction. No more than one (1) out of the five (5) reflective surfaces shall be lost or displaced as a result of this test.
3. Small design variances may be noted between tab manufacturers.
4. See Standard Sheet WZ(STPM) for tab placement on new pavements. See Standard Sheet TCP(7-1) for tab placement on seal coat work.

RAISED PAVEMENT MARKERS USED AS GUIDEMARKS

1. Raised pavement markers used as guidemarks shall be from the approved product list, and meet the requirements of DMS-4200.
2. All temporary construction raised pavement markers provided on a project shall be of the same manufacturer.
3. Adhesive for guidemarks shall be bituminous material hot applied or butyl rubber pad for all surfaces, or thermoplastic for concrete surfaces.

Guidemarks shall be designated as:
YELLOW - (two amber reflective surfaces with yellow body).
WHITE - (one silver reflective surface with white body).

DEPARTMENTAL MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
TRAFFIC BUTTONS	DMS-4300
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240
TEMPORARY REMOVABLE, PREFABRICATED PAVEMENT MARKINGS	DMS-8241
TEMPORARY FLEXIBLE, REFLECTIVE ROADWAY MARKER TABS	DMS-8242

A list of prequalified reflective raised pavement markers, non-reflective traffic buttons, roadway marker tabs and other pavement markings can be found at the Material Producer List web address shown on BC(11).

SHEET 11 OF 12

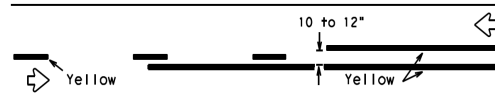
		Traffic Safety Division Standard							
BARRICADE AND CONSTRUCTION PAVEMENT MARKINGS									
BC(11)-21									
February 13, 2024									
FILE	DATE	DN	TXDOT	CR	TXDOT	DN	TXDOT	CR	TXDOT
© TXDOT	February 1998	CONT	SECT	JOB	REMARK				
REVISIONS		0906	32	064	N/A				
2-98	9-07	5-21							
1-02	7-13								
11-02	8-14	ODA	MIDLAND			SHEET NO.			
						32			

PACKET

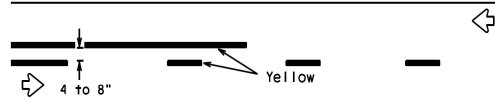
23.58

February 13, 2024

PAVEMENT MARKING PATTERNS



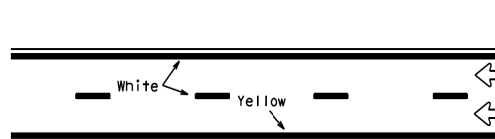
REFLECTORIZED PAVEMENT MARKINGS - PATTERN A



REFLECTORIZED PAVEMENT MARKINGS - PATTERN B

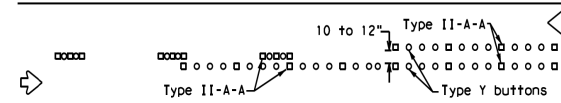
Pattern A is the TxDOT Standard, however Pattern B may be used if approved by the Engineer. Prefabricated markings may be substituted for reflectORIZED pavement markings.

CENTER LINE & NO-PASSING ZONE BARRIER LINES FOR TWO-LANE, TWO-WAY HIGHWAYS

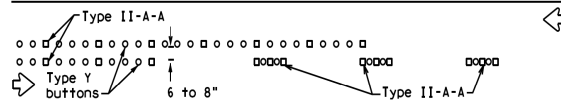


REFLECTORIZED PAVEMENT MARKINGS

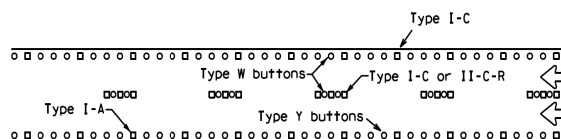
Prefabricated markings may be substituted for reflectORIZED pavement markings.



RAISED PAVEMENT MARKERS - PATTERN A

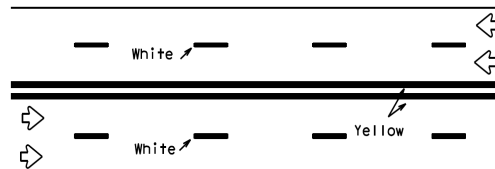


RAISED PAVEMENT MARKERS - PATTERN B



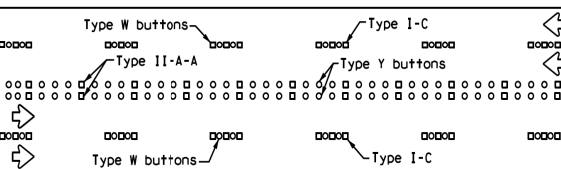
RAISED PAVEMENT MARKERS

EDGE & LANE LINES FOR DIVIDED HIGHWAY



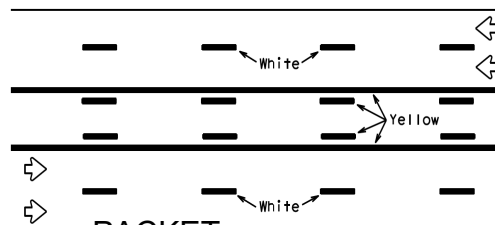
REFLECTORIZED PAVEMENT MARKINGS

Prefabricated markings may be substituted for reflectORIZED pavement markings.



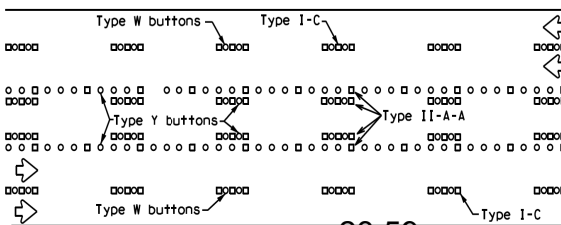
RAISED PAVEMENT MARKERS

LANE & CENTER LINES FOR MULTILANE UNDIVIDED HIGHWAYS



REFLECTORIZED PAVEMENT MARKINGS

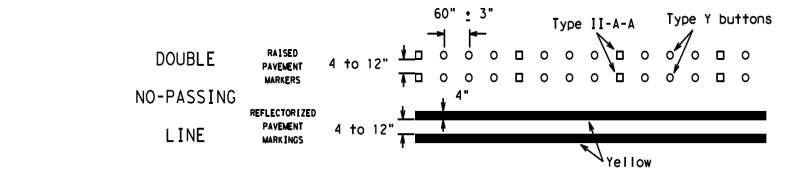
Prefabricated markings may be substituted for reflectORIZED pavement markings.



RAISED PAVEMENT MARKERS

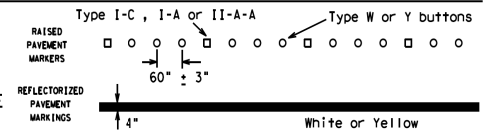
TWO-WAY LEFT TURN LANE

STANDARD WORK ZONE PAVEMENT MARKINGS DETAILS



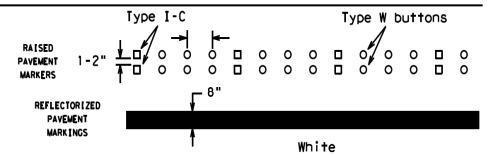
SOLID LINES

EDGE LINE
OR SINGLE
NO-PASSING LINE

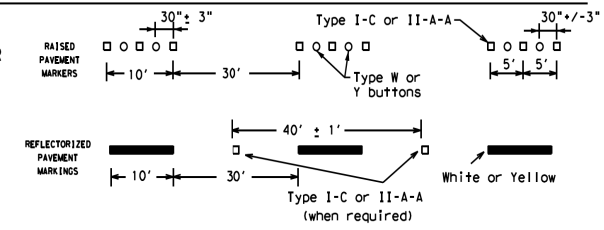


WIDE
LINE

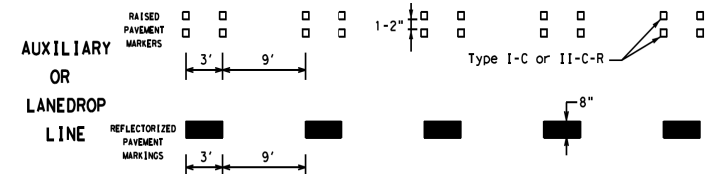
(FOR LEFT TURN CHANNELIZING LINE
OR CHANNELIZING LINE USED TO
DISCOURAGE LANE CHANGING.)



CENTER
LINE
OR
LANE
LINE

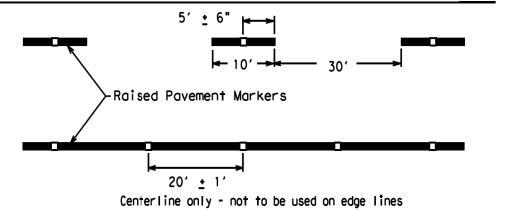


BROKEN LINES



REMOVABLE MARKINGS WITH RAISED PAVEMENT MARKERS

If raised pavement markers are used to supplement REMOVABLE markings, the markers shall be applied to the top of the tape at the approximate mid length of tape used for broken lines or at 20 foot spacing for solid lines. This allows an easier removal of raised pavement markers and tape.



SHEET 12 OF 12



Traffic
Safety
Division
Standard

BARRICADE AND CONSTRUCTION PAVEMENT MARKING PATTERNS

BC (12) - 21

February 13, 2024

Raised pavement markers used as standard pavement markings shall be from the approved products list and meet the requirements of Item 672 "RAISED PAVEMENT MARKERS."

FILE	DATE	BY	CHK	DATE	CHK	DATE	CHK	DATE	CHK
0906	32	064	N/A						
1-97	9-07	5-21							
2-98	7-13								
11-02	8-14								
ODA		MIDLAND							

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act," which states that the user of this standard is responsible for the results or for incorrect results or damages resulting from its use.

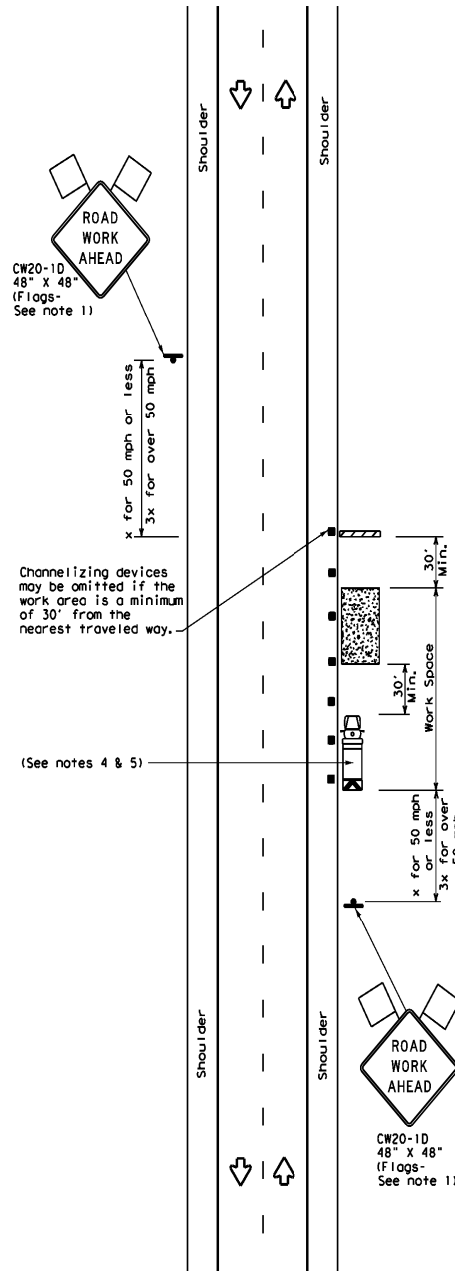
DATE: 5/2024
FILE: 450000s\45715\009\PM\CADD\Sheets\BC-DTL-12-45715-009.dgn

PACKET

23.59

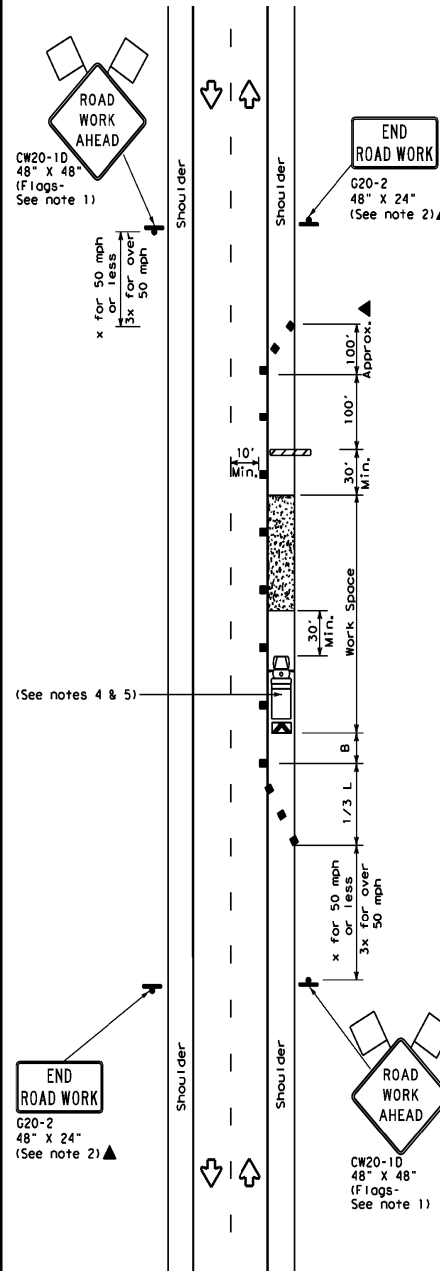
DISCLAIMER: This standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE: 1/5/2024
FILE: \\450000s\45715\009\PM\CADD\Sheets\TC-DTLs-TCP21-45715-009.dgn



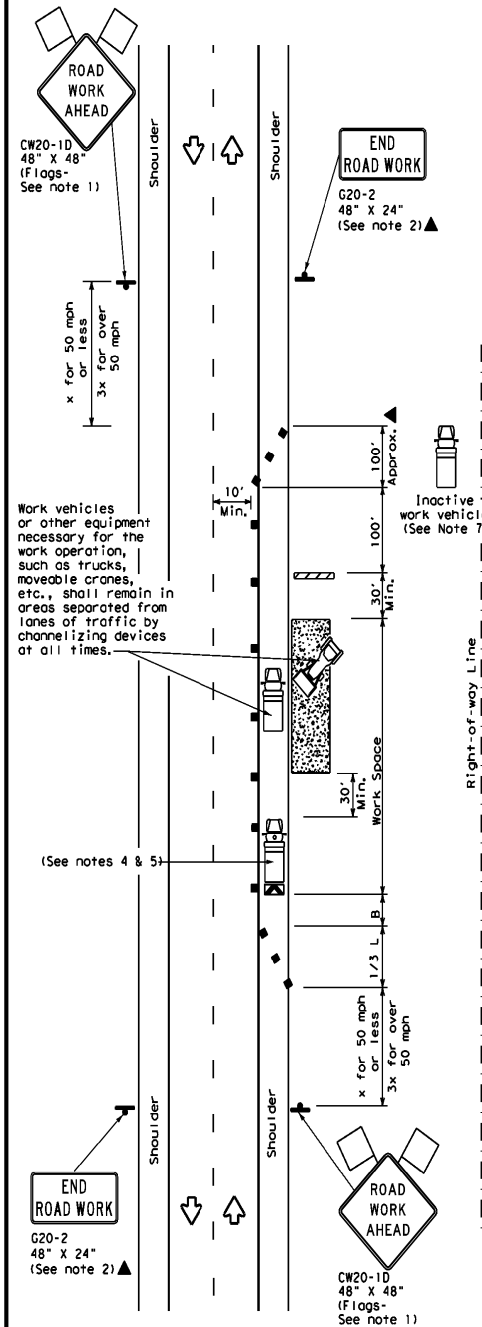
TCP (2-1a)

PACKET
WORK SPACE NEAR SHOULDER
Conventional Roads



TCP (2-1b)

WORK SPACE ON SHOULDER
Conventional Roads



TCP (2-1c)

WORK VEHICLES ON SHOULDER
Conventional Roads

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

Posted Speed *	Formula	Minimum Desirable Taper Lengths **			Suggested Maximum Spacing of Channelizing Devices		Minimum Sign Spacing "x" Distance	Suggested Longitudinal Buffer Space "B"
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent		
30	L = WS ² / 60	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L = WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

** Taper lengths have been rounded off.

L=Length of Taper (FT) W=Width of Offset (FT) S=Posted Speed (MPH)

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

GENERAL NOTES

- Flags attached to signs where shown, are REQUIRED.
- All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stored in the plans, or for routine maintenance work, when approved by the Engineer.
- Stockpiled material should be placed a minimum of 30 feet from nearest traveled way.
- Shadow Vehicle with TMA and high intensity rotating, flashing, oscillating or strobe lights. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
- Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect a wider work space.
- See TCP(15-1) for shoulder work on divided highways, expressways and freeways.
- Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
- CW21-5 "SHOULDER WORK" signs may be used in place of CW20-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.



TRAFFIC CONTROL PLAN
CONVENTIONAL ROAD
SHOULDER WORK

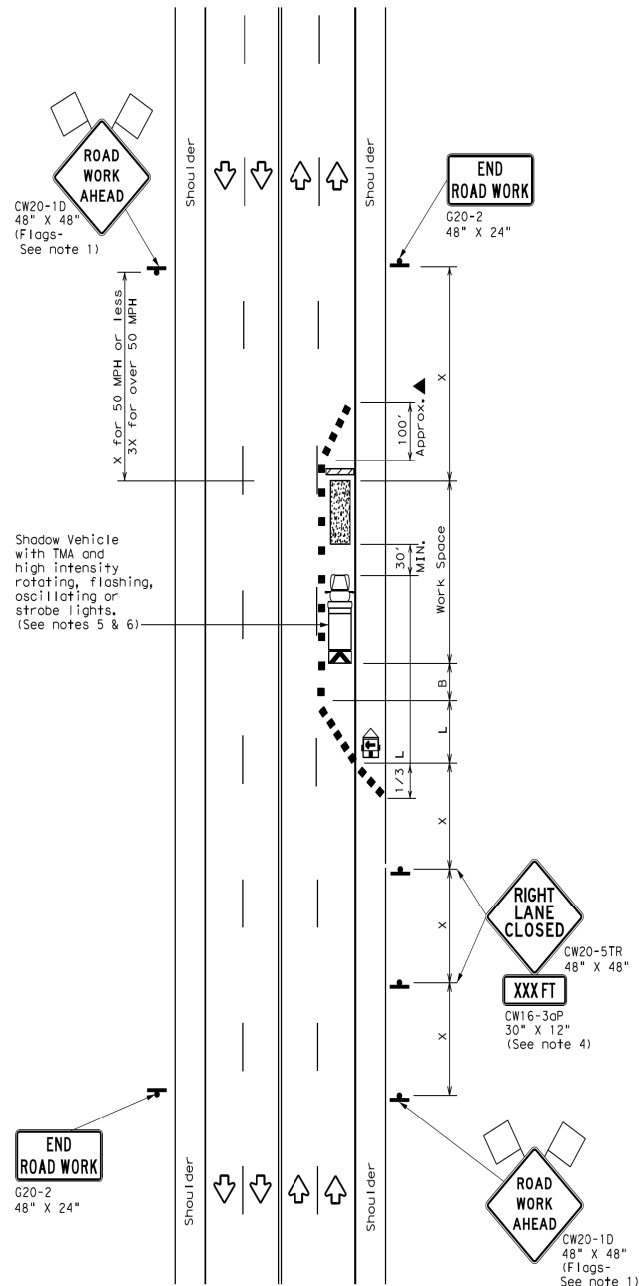
TCP (2-1) - 18

February 13, 2024

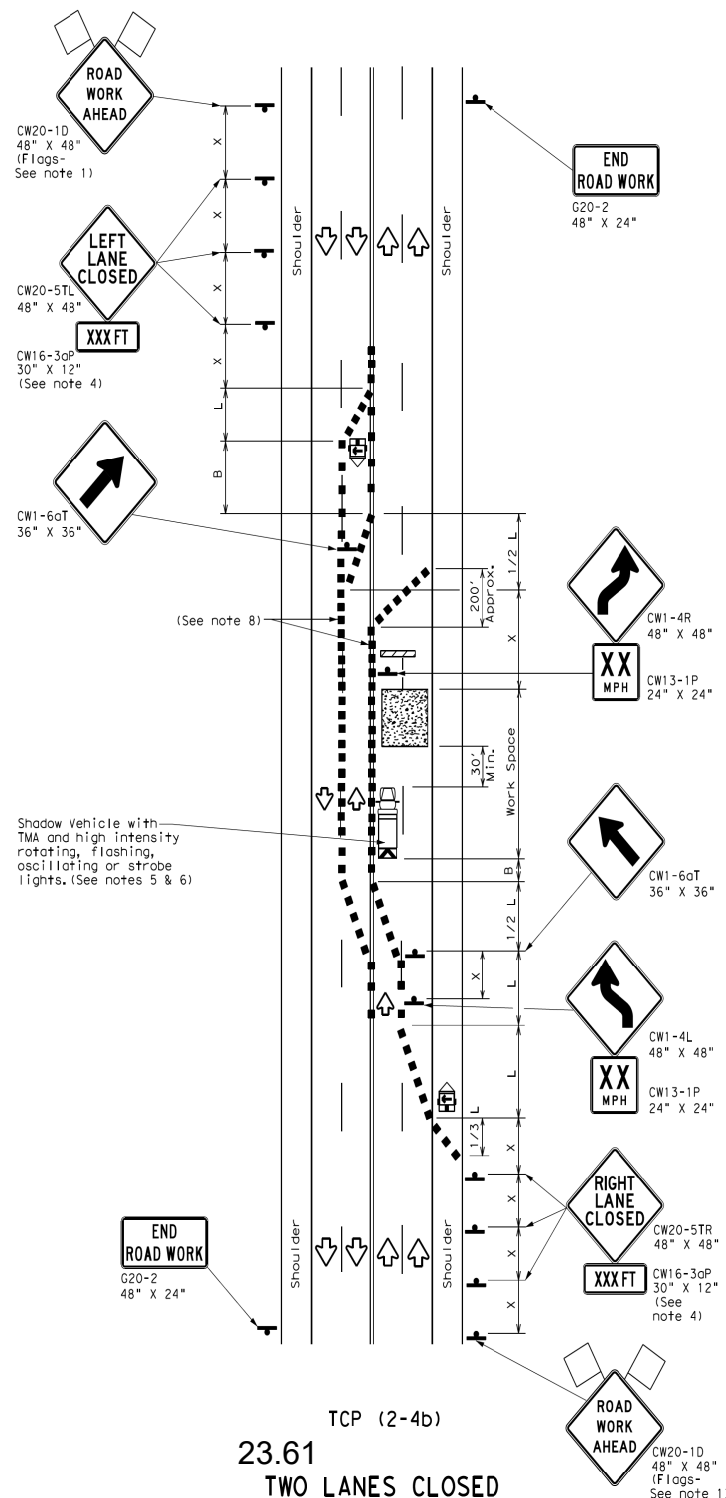
FILE	TCP2-1-18-009	DATE	01/05/2024	CHK	CHK	CHK	CHK
© TxDOT	December 1985	CONT	SECT	JOB	HIGHWAY		
2-94	4-98	0906	32	064	N/A		
8-95	2-12	DIST		COUNTY			
1-97	2-18	ODA		MIDLAND			
					SHEET NO.	34	

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DATE: 1/5/2024
FILE: C:\450000s\45715\009 PM\CADD\Sheets\TC-DTLS-TCP24-45715-009.dgn



TCP (2-4a)
PACKET
ONE LANE CLOSED



TCP (2-4b)
23.61
TWO LANES CLOSED

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

Posted Speed X	Formula	Minimum Desirable Taper Lengths **			Suggested Maximum Spacing of Channelizing Devices		Minimum Sign Spacing X Distance	Suggested Longitudinal Buffer Space "B"
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent		
30	L = $\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45		450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55	L = WS	550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

** Taper lengths have been rounded off.

L=Length of Taper (FT) W=Width of Offset (FT) S=Posted Speed (MPH)

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

GENERAL NOTES

- Flags attached to signs where shown, are REQUIRED.
- All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
- The downstream taper is optional. When used, it should be 100 feet minimum length per lane.
- For short term applications, when post mounted signs are not used, the distance legend may be shown on the sign face rather than on a CW16-3aP supplemental plaque.
- A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
- Additional Shadow Vehicles with TMAs may be positioned in each closed lane, on the shoulder or off the paved surface, next to those shown in order to protect a wider work space.

TCP (2-4a)

- If this TCP is used for a left lane closure, CW20-5TL "LEFT LANE CLOSED" signs shall be used and channelizing devices shall be placed on the centerline to protect the work space from opposing traffic with the arrow board placed in the closed lane near the end of the merging taper.

TCP (2-4b)

- For shorter durations where traffic is directed over a yellow centerline, channelizing devices which separate two-way traffic should be spaced on tapers at 20' or 15' if posted speeds are 35 mph or slower, and for tangent sections, at 1/2(S) where S is the speed in mph. This tighter devices spacing is intended for the area of conflicting markings, not the entire work zone.

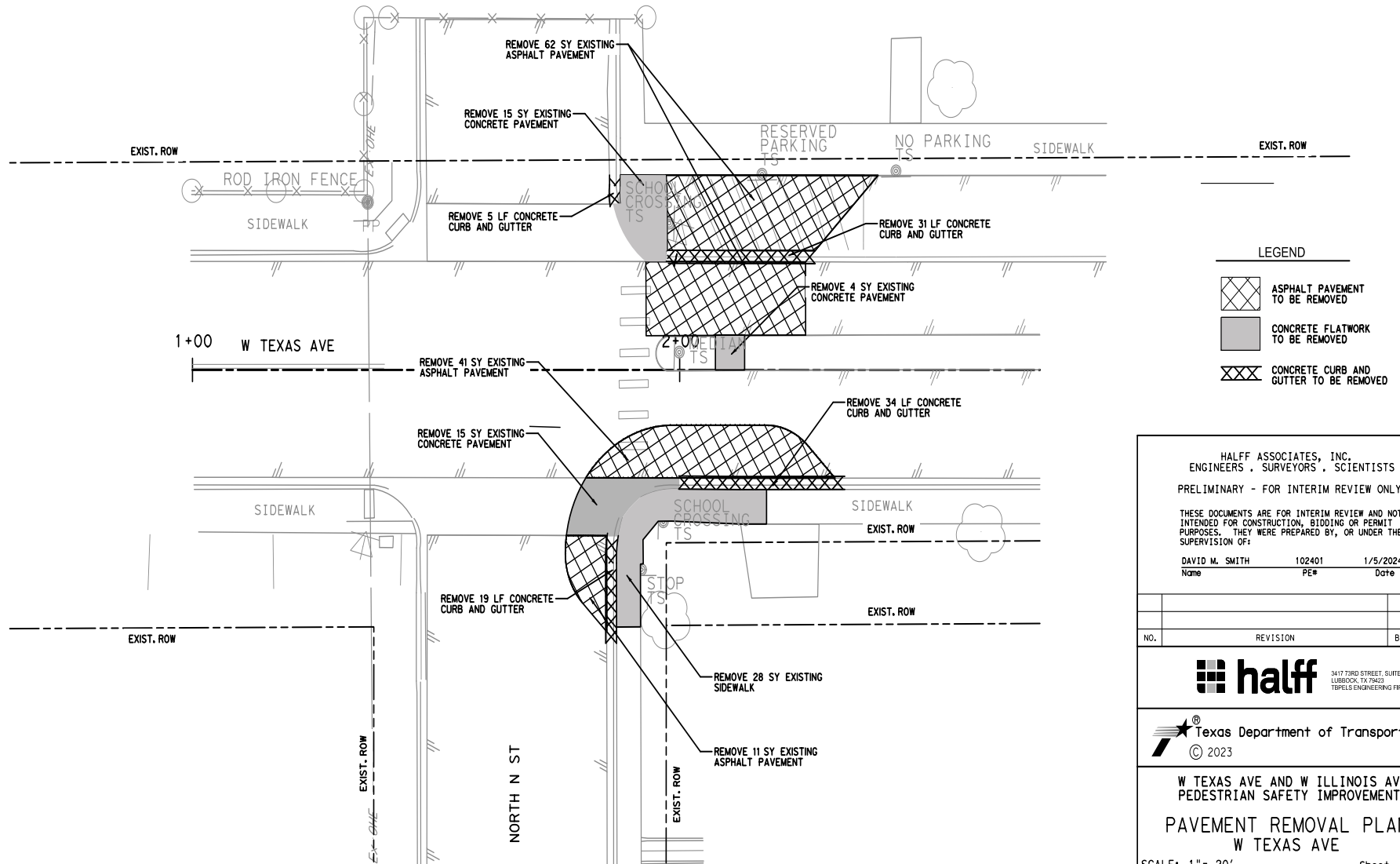
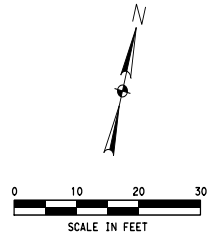


TRAFFIC CONTROL PLAN LANE CLOSURES ON MULTILANE CONVENTIONAL ROADS

February 13, 2024
TCP (2-4) - 18

FILE	CONTRACT	DATE	CHK	DATE	CHK
TCP (2-4) - 18.dgn	1985	December			
REVISIONS		NO	BY	DATE	REASON
8-95	3-03	0906	32	064	N/A
1-97	2-12				
4-98	2-18	ODA		MIDLAND	
					SHEET NO.
					35

1164



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Name PE# Date

NO.	REVISION	BY	DATE



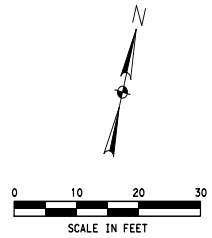
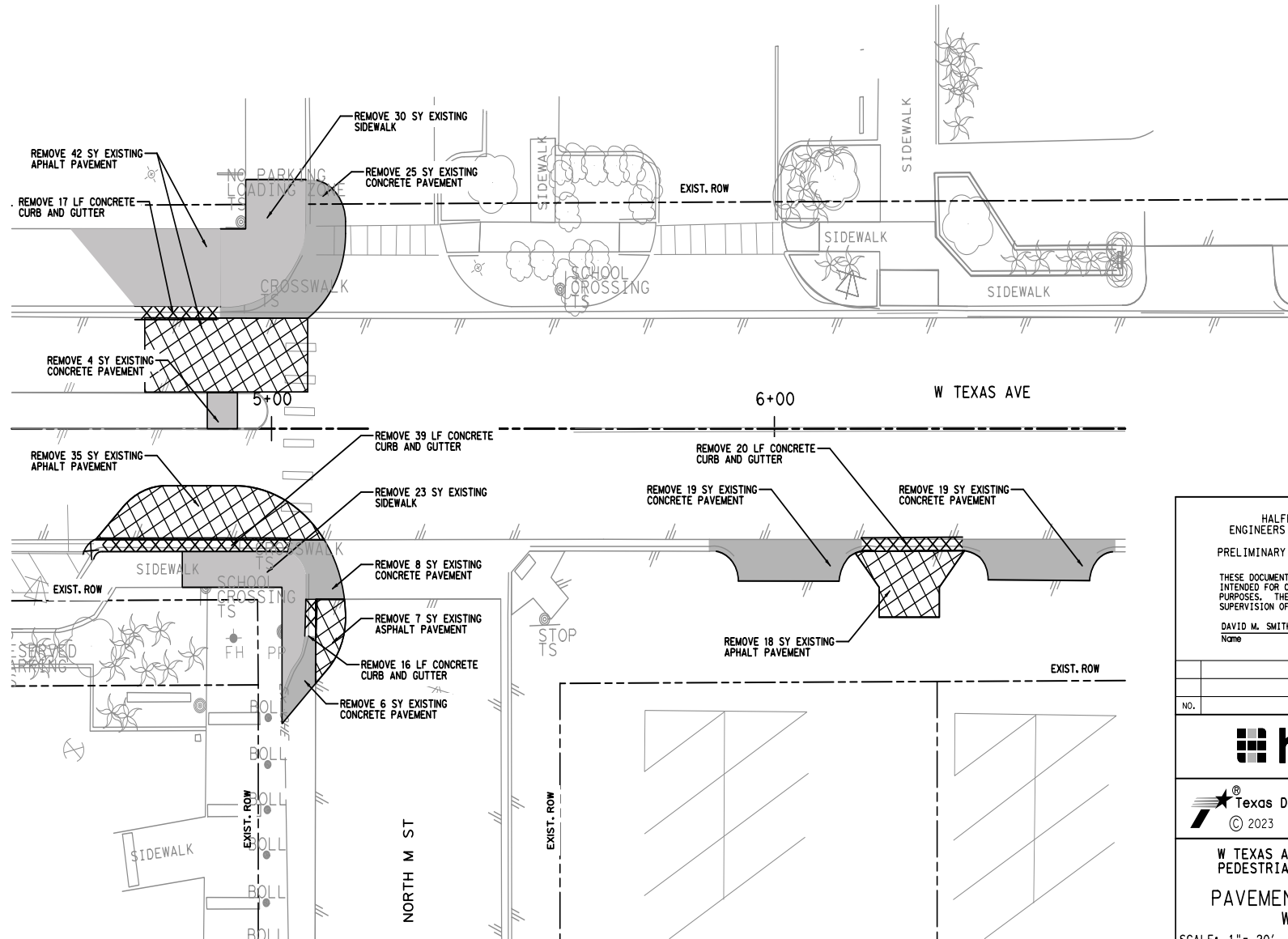
W TEXAS AVE AND W ILLINOIS AVE
PEDESTRIAN SAFETY IMPROVEMENTS
PAVEMENT REMOVAL PLAN
W TEXAS AVE

SCALE: 1"= 20'		Sheet 1 of 9		
DESIGN HALFF	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.	
CHECK HALFF	STATE	DISTRICT	COUNTY	N/A
CHECK DMS	TEXAS	ODA	MIDLAND	SHEET NO.
CHECK JTH	0906	32	064	36

February 13, 2024

PACKET

23.62



LEGEND

	ASPHALT PAVEMENT TO BE REMOVED
	CONCRETE FLATWORK TO BE REMOVED
	CONCRETE CURB AND GUTTER TO BE REMOVED

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NO.	REVISION	BY	DATE

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PAVEMENT REMOVAL PLAN
W TEXAS AVE

SCALE: 1" = 20' Sheet 2 of 9

DESIGN HALFF	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
CHECK DMS	STATE	COUNTY	SHEET NO.
CHECK JTH	0906	32	064

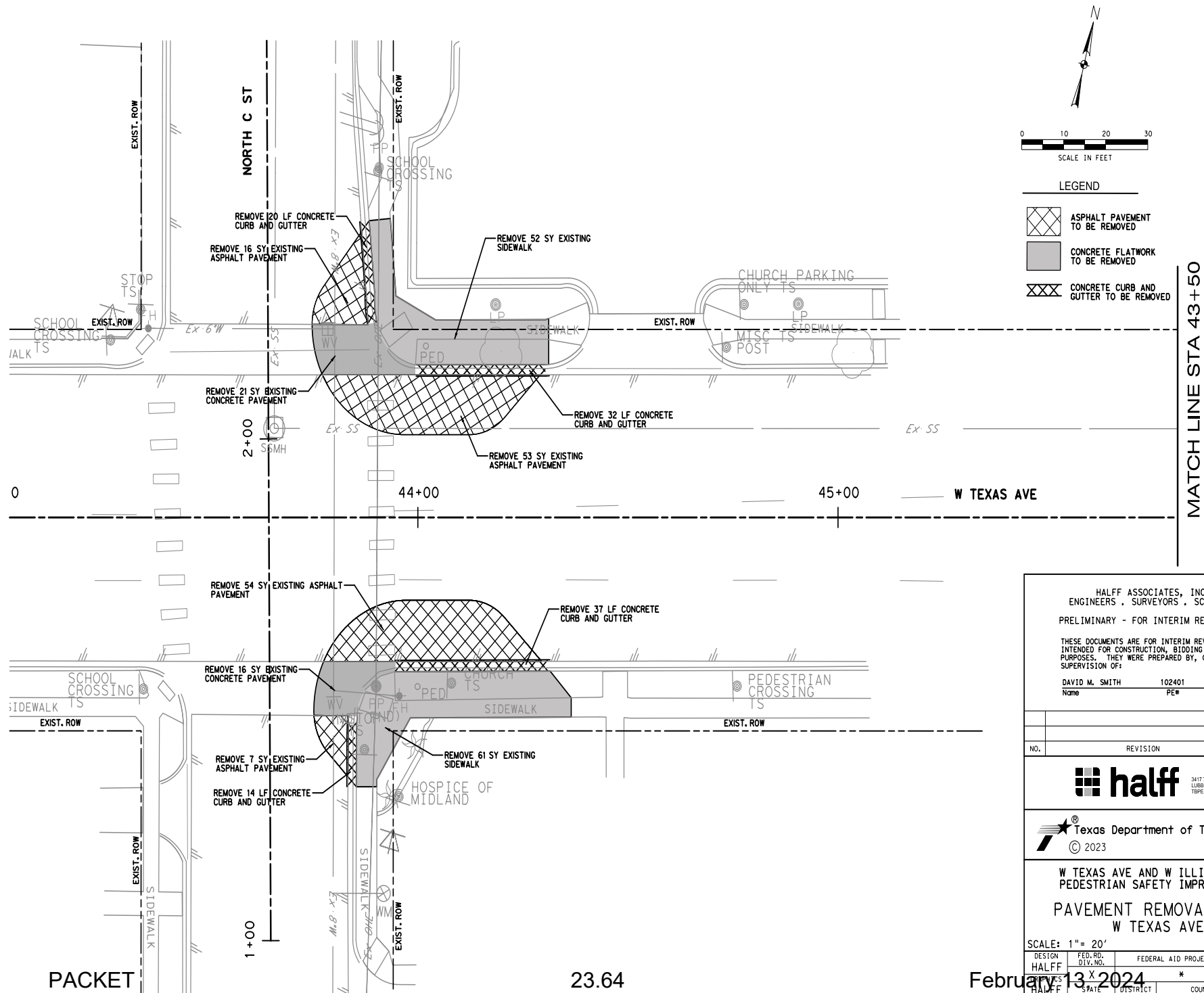
February 13, 2024

37

PACKET

23.63

February 13, 2024



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NO.	REVISION	BY	DATE

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LUBBOCK, TX 79424
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PEDESTRIAN SAFETY IMPROVEMENTS
PAVEMENT REMOVAL PLAN
W TEXAS AVE

SCALE: 1" = 20' Sheet 3 of 9

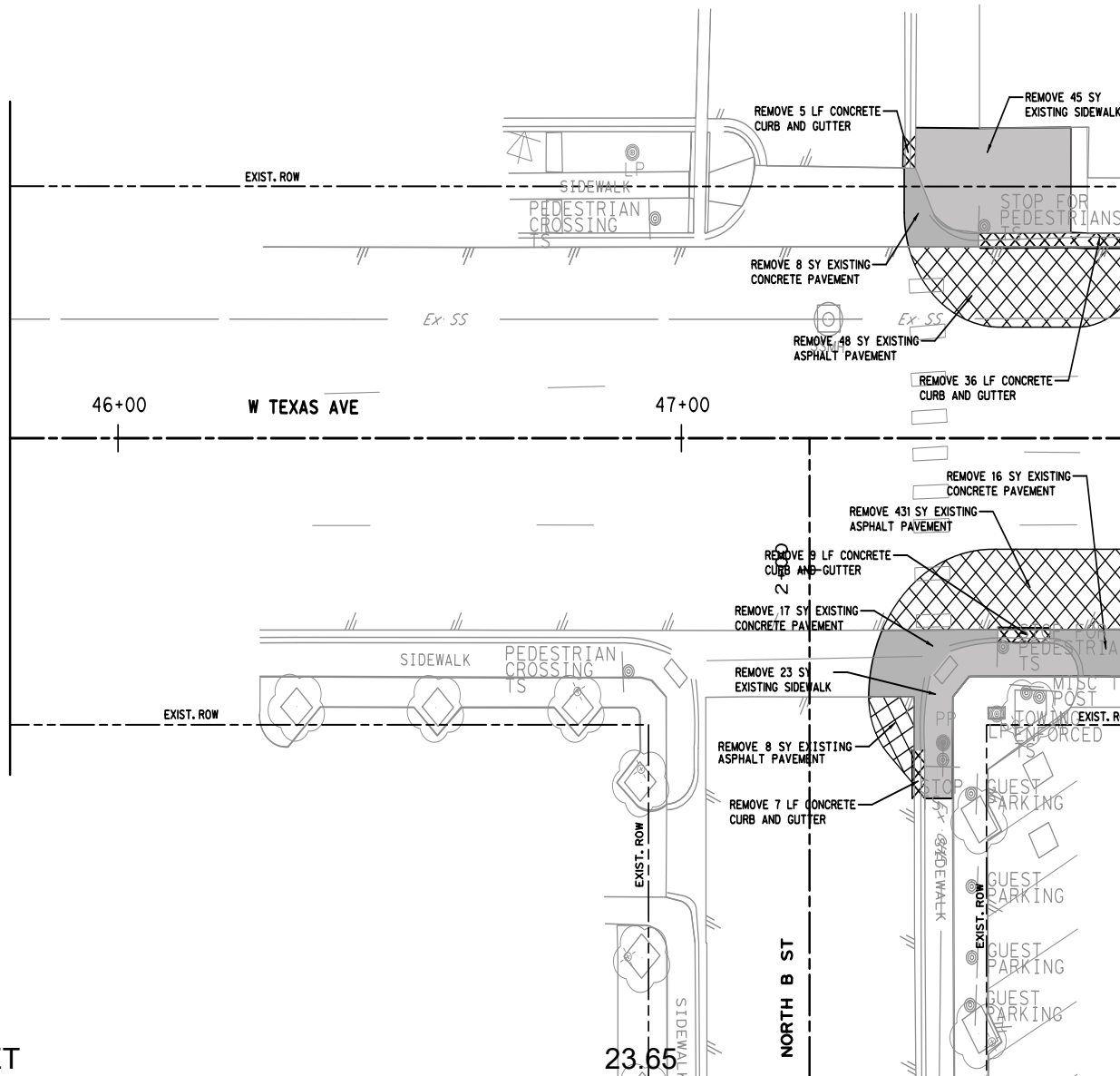
DESIGN	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
HALFF	X	*	N/A
HALFF	STATE	DISTRICT	COUNTY
CHECK DMS	TEXAS	ODA	MIDLAND
CHECK CONTROL	SECTION	JOB	
JTH	0906	32	064

February 13, 2024

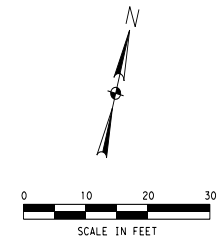
38

PACKET

MATCH LINE STA 43+50



MATCH LINE STA 45+50



LEGEND

- ASPHALT PAVEMENT TO BE REMOVED
- CONCRETE FLATWORK TO BE REMOVED
- CONCRETE CURB AND GUTTER TO BE REMOVED

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Name PE# Date

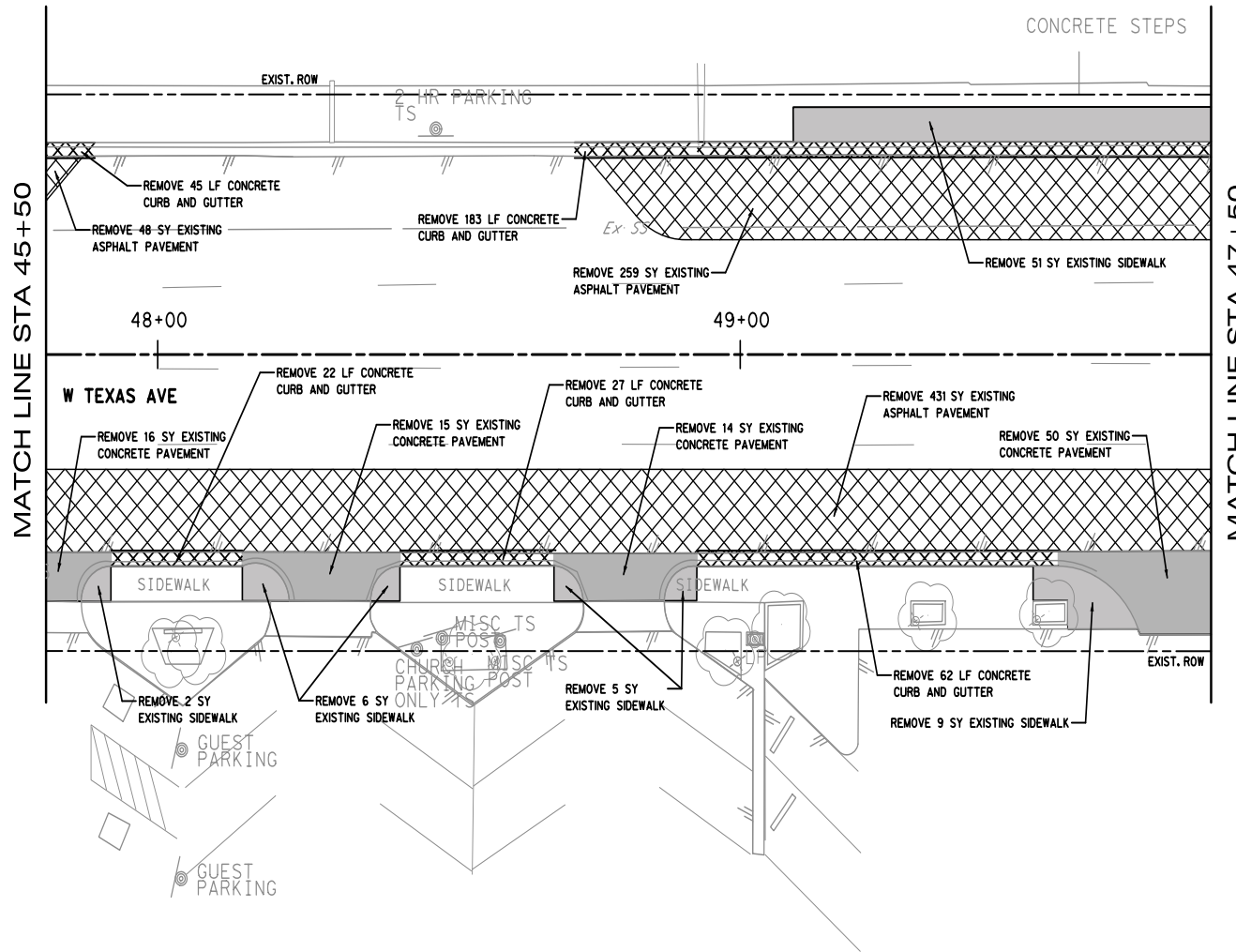
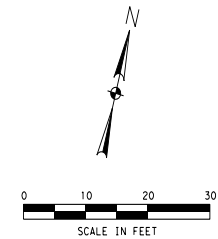
NO.	REVISION	BY	DATE



W TEXAS AVE AND W ILLINOIS AVE
PEDESTRIAN SAFETY IMPROVEMENTS
PAVEMENT REMOVAL PLAN
W TEXAS AVE

SCALE: 1" = 20'	Sheet 4 of 9		
DESIGN HALFF	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
CHECK DMS	TEXAS	ODA	MIDLAND
CHECK JTH	0906	32	064
			39

February 13, 2024



- LEGEND
- ASPHALT PAVEMENT TO BE REMOVED
 - CONCRETE FLATWORK TO BE REMOVED
 - CONCRETE CURB AND GUTTER TO BE REMOVED

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NO.	REVISION	BY	DATE



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PEDESTRIAN SAFETY IMPROVEMENTS
PAVEMENT REMOVAL PLAN
W TEXAS AVE

SCALE: 1" = 20'		Sheet 5 of 9	
DESIGN HALFF	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
CHECK HALFF	STATE	COUNTY	N/A
CHECK DMS	TEXAS	ODA	MIDLAND
CHECK JTH	0906	32	064
			40

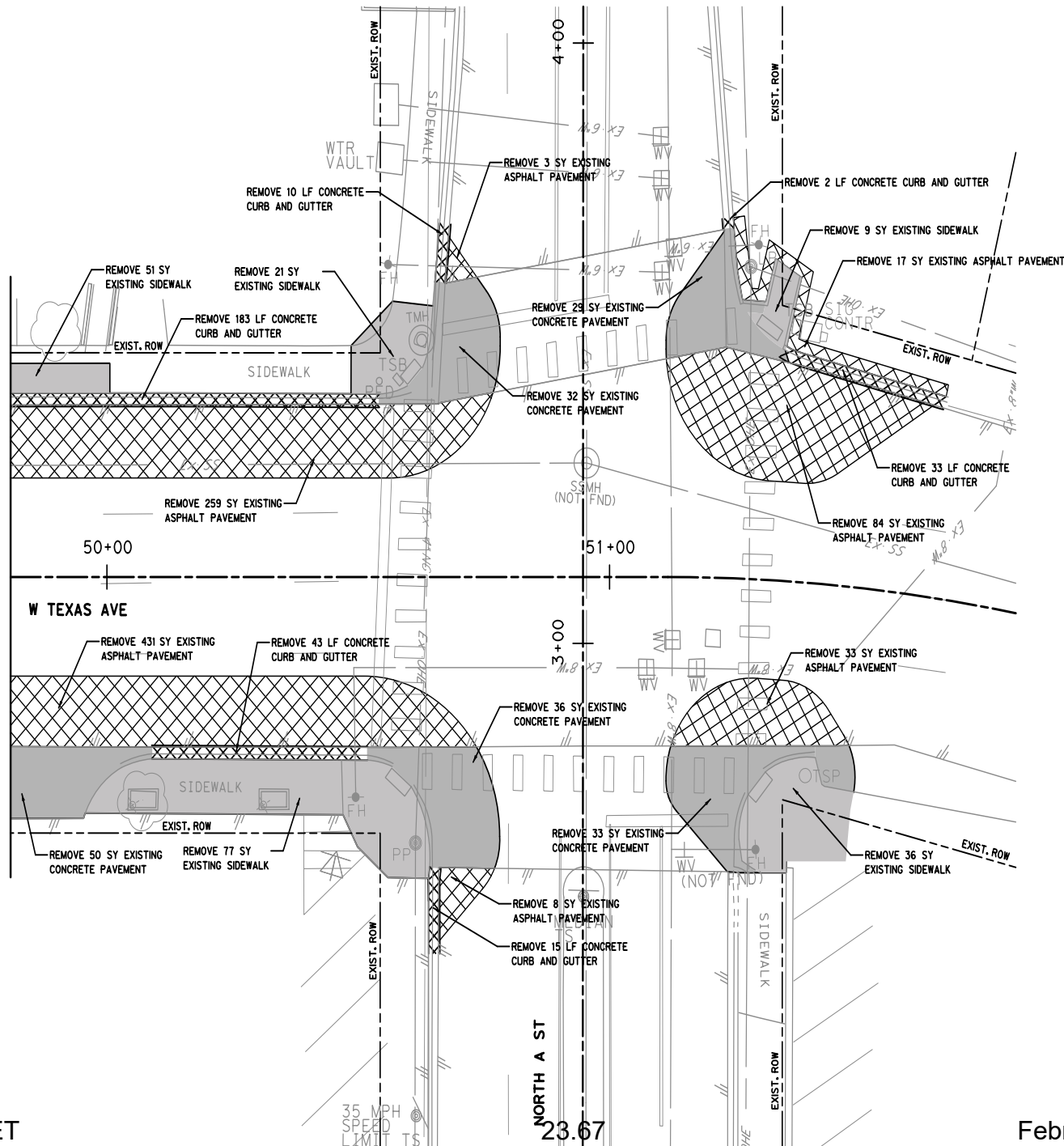
PACKET

23.66

February 13, 2024

PACKET

MATCH LINE STA 47+50



LEGEND	
	ASPHALT PAVEMENT TO BE REMOVED
	CONCRETE FLATWORK TO BE REMOVED
	CONCRETE CURB AND GUTTER TO BE REMOVED

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Name	PE#	Date

NO.	REVISION	BY	DATE

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LUBBOCK, TX 79424
TBEELS ENGINEERING FIRM #512

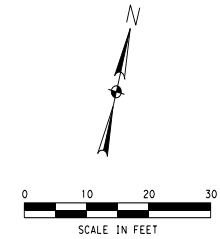
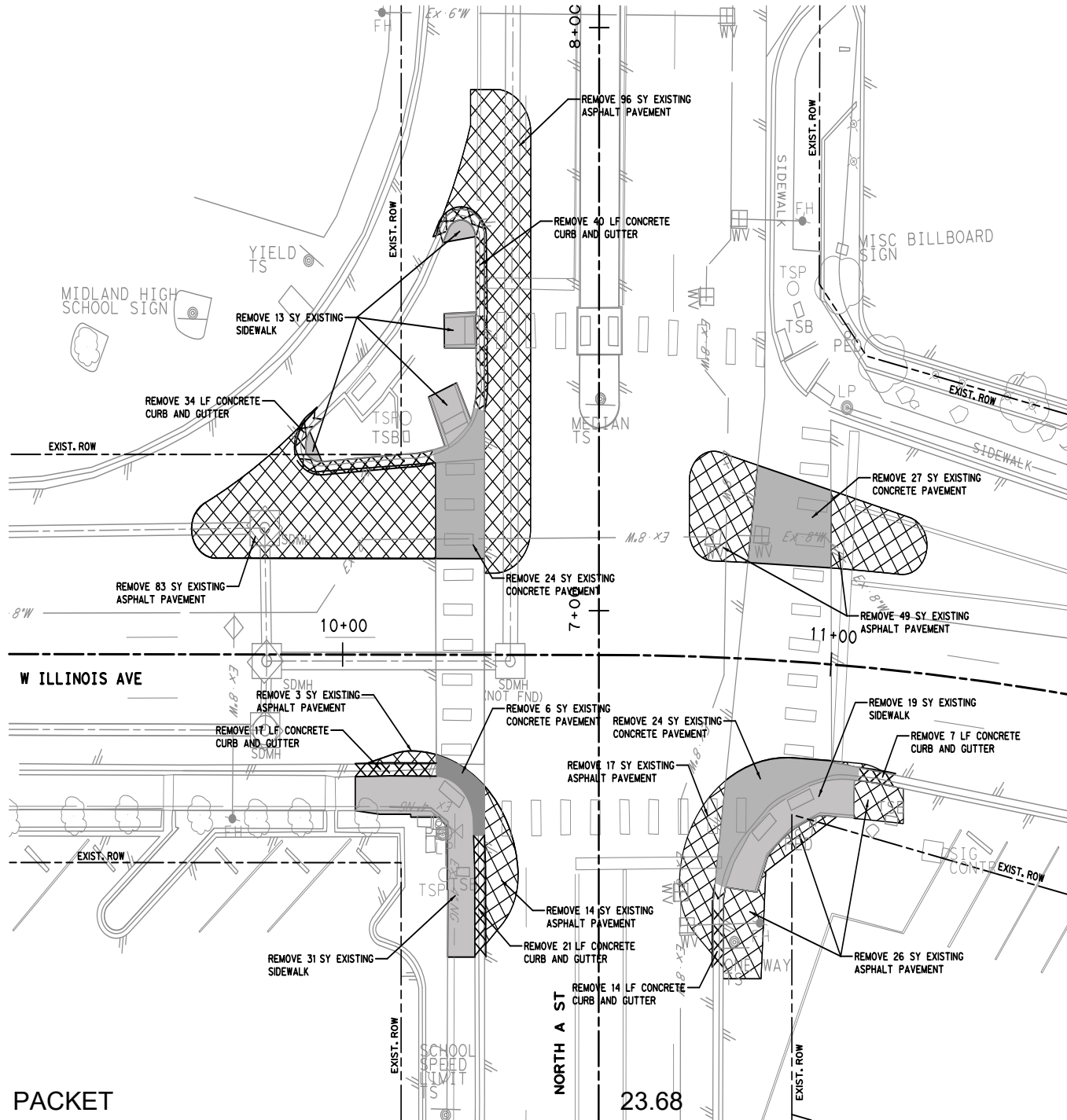
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W TEXAS AVE AND W ILLINOIS AVE
PEDESTRIAN SAFETY IMPROVEMENTS

PAVEMENT REMOVAL PLAN
W TEXAS AVE

SCALE: 1"= 20'		Sheet 6 of 9	
DESIGN HALFF	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
CHECK DMS	STATE	COUNTY	SHEET NO.
CHECK JTH	CONTROL	SECTION	JOB
	TEXAS	ODA	MIDLAND
	0906	32	064
			41

February 13, 2024



- LEGEND
- ASPHALT PAVEMENT TO BE REMOVED
 - CONCRETE FLATWORK TO BE REMOVED
 - CONCRETE CURB AND GUTTER TO BE REMOVED

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PEDESTRIAN SAFETY IMPROVEMENTS

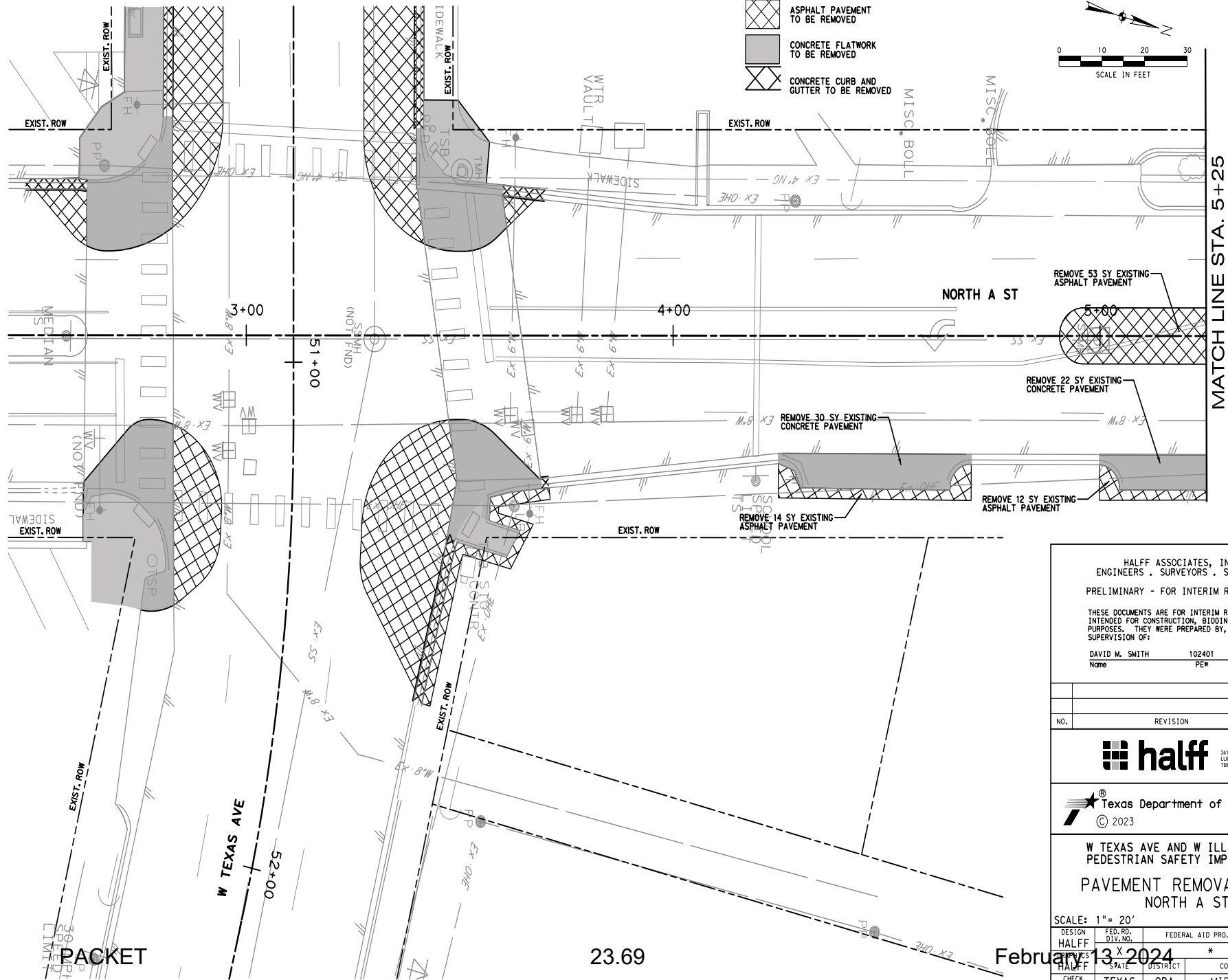
PAVEMENT REMOVAL PLAN
W ILLINOIS AVE

SCALE: 1" = 20'	Sheet 7 of 9		
DESIGN HALFF	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
CHECK DMS	STATE	DISTRICT	COUNTY
CHECK JTH	CONTROL	SECTION	JOB
	TEXAS	ODA	MIDLAND
	0906	32	064
			42

PACKET

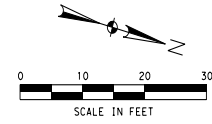
23.68

February 13, 2024



LEGEND

- ASPHALT PAVEMENT TO BE REMOVED
- CONCRETE FLATWORK TO BE REMOVED
- CONCRETE CURB AND GUTTER TO BE REMOVED



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PEDESTRIAN SAFETY IMPROVEMENTS
PAVEMENT REMOVAL PLAN
NORTH A ST

SCALE: 1" = 20' Sheet 8 of 9

DESIGN	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
HALFF	13	*	N/A
HALFF	STATE	DISTRICT	COUNTY
CHECK DMS	TEXAS	ODA	MIDLAND
CHECK CONTROL	SECTION	JOB	
CHECK JTH	0906	32	064

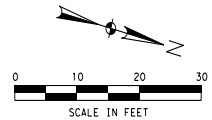
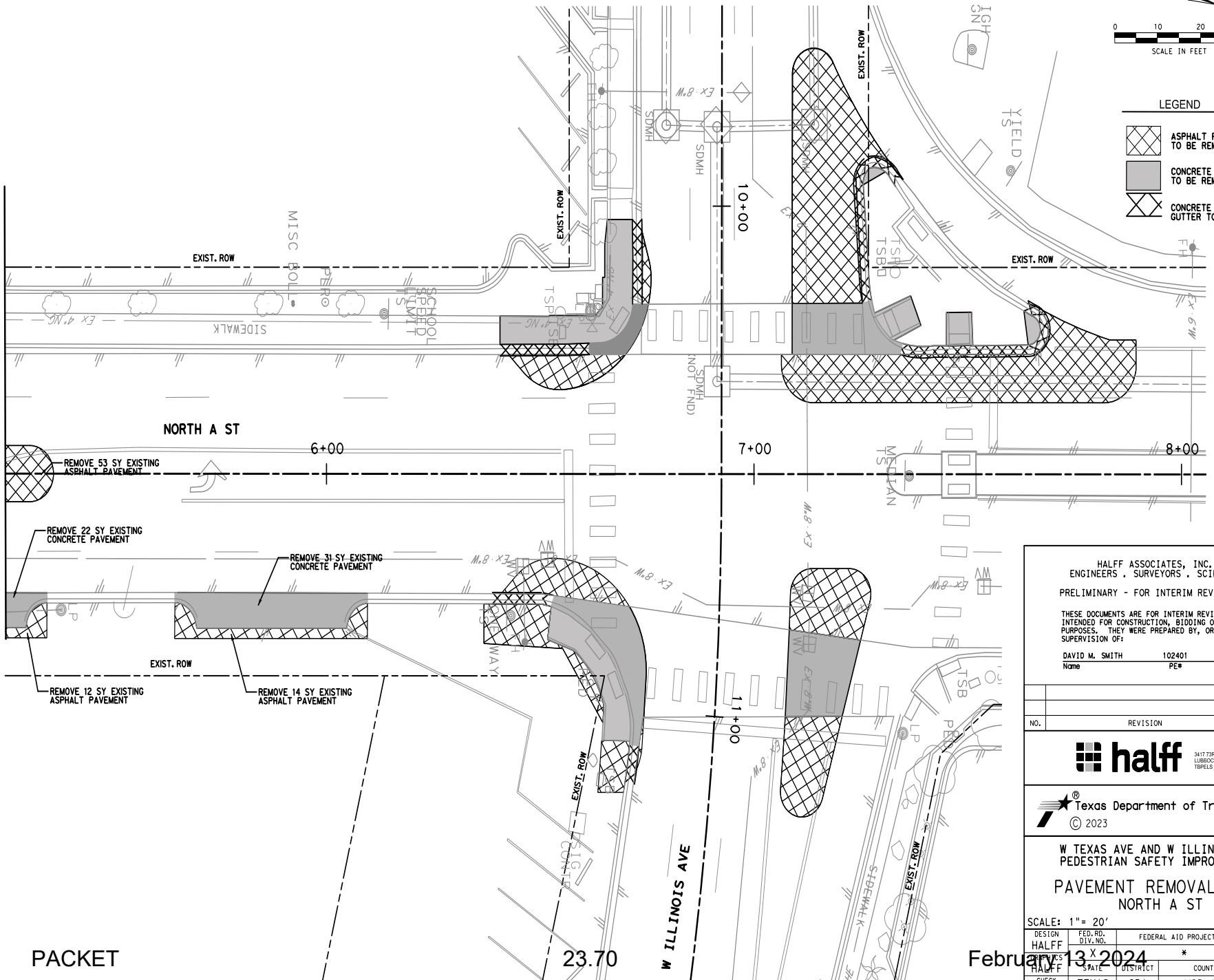
43

PACKET

23.69

February 13, 2024

MATCH LINE STA. 5+25



- LEGEND
- ASPHALT PAVEMENT TO BE REMOVED
 - CONCRETE FLATWORK TO BE REMOVED
 - CONCRETE CURB AND GUTTER TO BE REMOVED

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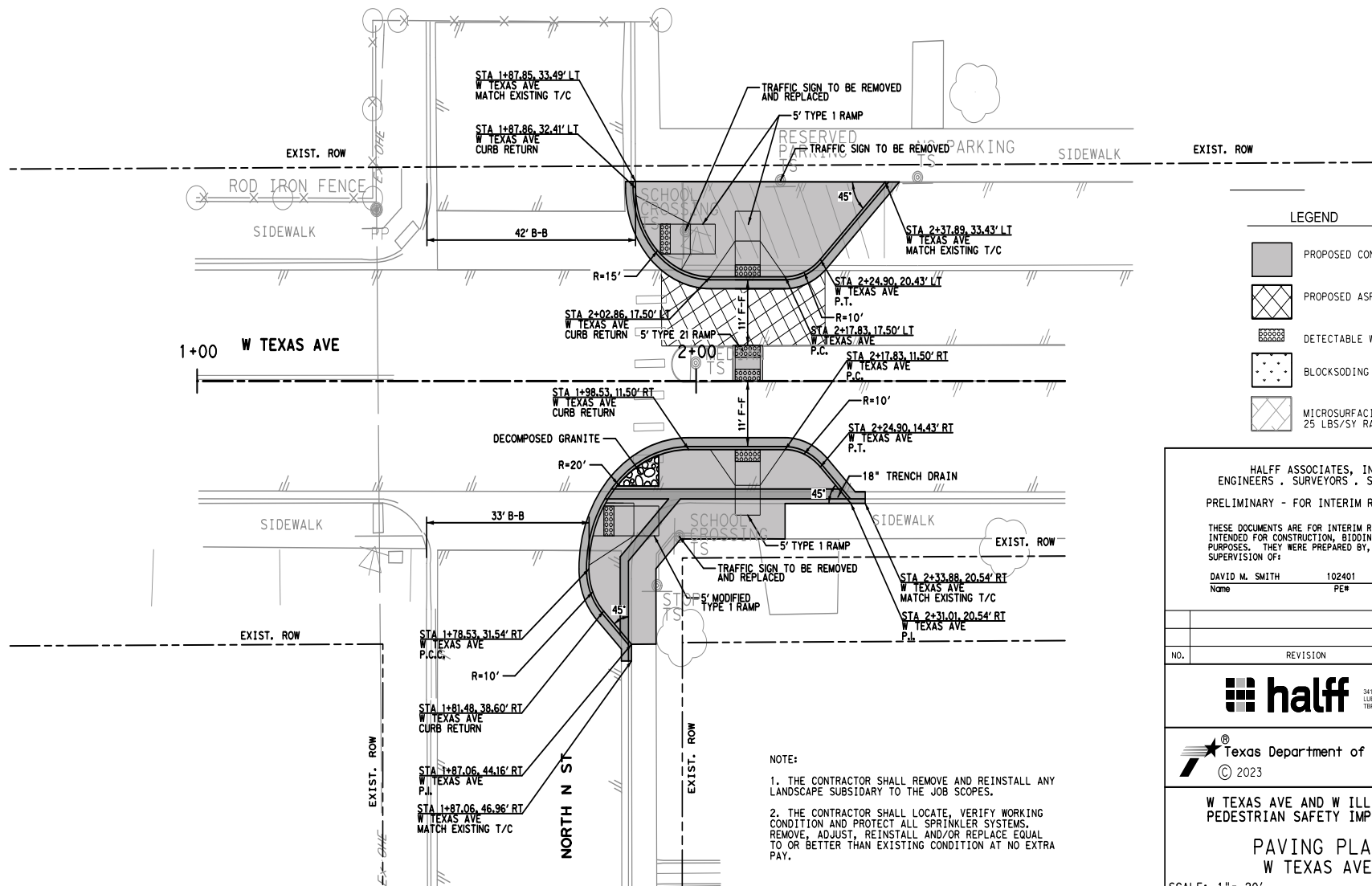
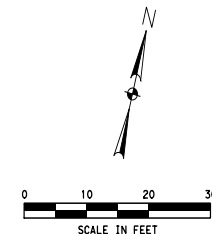


W TEXAS AVE AND W ILLINOIS AVE
PEDESTRIAN SAFETY IMPROVEMENTS
PAVEMENT REMOVAL PLAN
NORTH A ST

SCALE: 1"= 20'	Sheet 9 of 9		
DESIGN HALFF	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
CHECK DMS	STATE	DISTRICT	COUNTY
CHECK JTH	CONTROL	SECTION	JOB
	TEXAS	ODA	MIDLAND
	0906	32	064
			44

PACKET

February 13, 2024



NOTE:
1. THE CONTRACTOR SHALL REMOVE AND REINSTALL ANY LANDSCAPE SUBSIDIARY TO THE JOB SCOPES.
2. THE CONTRACTOR SHALL LOCATE, VERIFY WORKING CONDITION AND PROTECT ALL SPRINKLER SYSTEMS. REMOVE, ADJUST, REINSTALL AND/OR REPLACE EQUAL TO OR BETTER THAN EXISTING CONDITION AT NO EXTRA PAY.

LEGEND

- PROPOSED CONCRETE FLATWORK
- PROPOSED ASPHALT PAVEMENT
- DETECTABLE WARNING
- BLOCKSODDING AND TOP SOIL
- MICROSURFACING 25 LBS/SY RATE

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PEDESTRIAN SAFETY IMPROVEMENTS

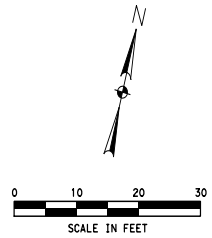
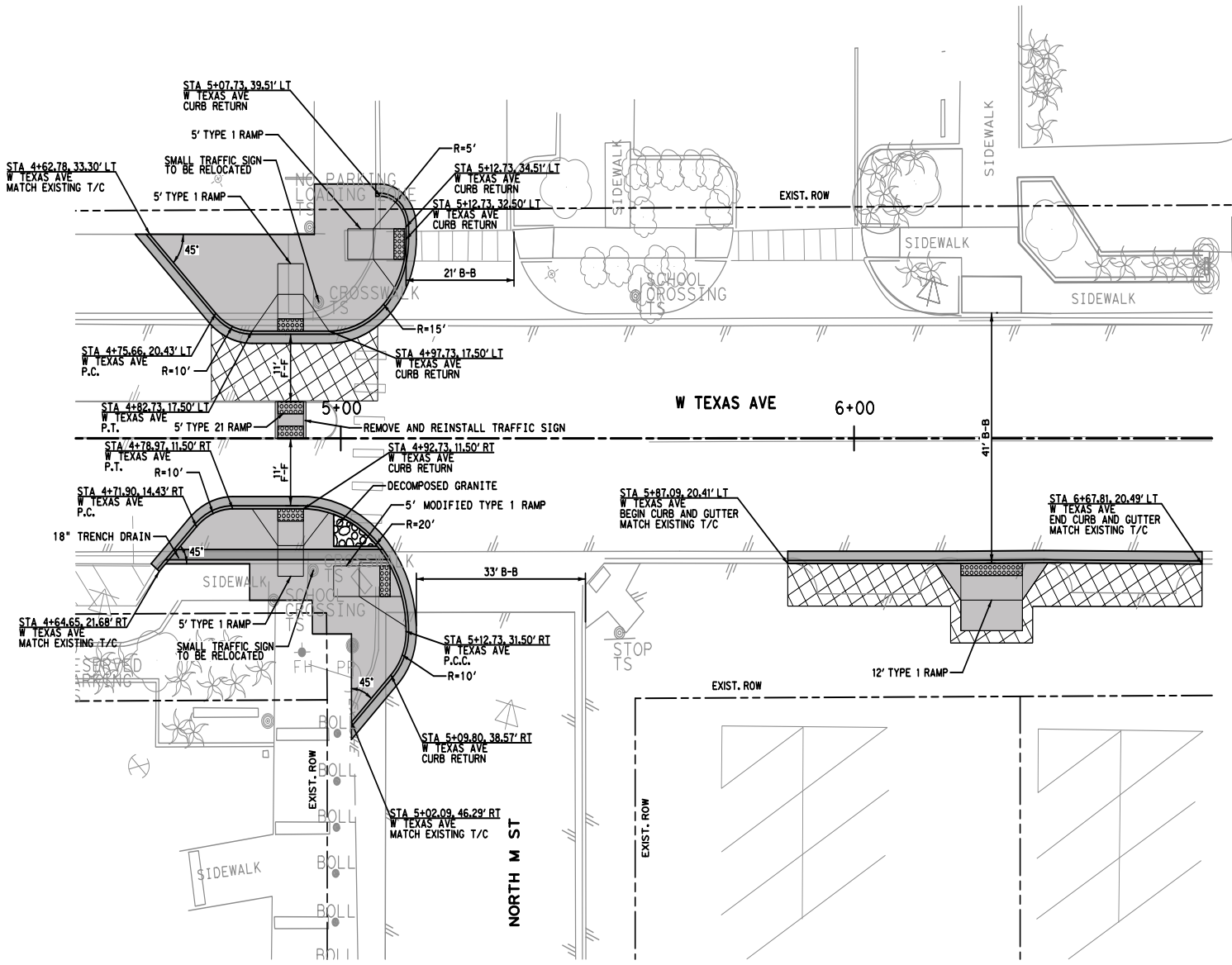
PAVING PLAN W TEXAS AVE

SCALE: 1" = 20'	Sheet 1 of 14			
DESIGN HALFF	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.	
CHECK HALFF	STATE	DISTRICT	COUNTY	SHEET NO.
CHECK DMS	TEXAS	ODA	MIDLAND	45
CHECK JTH	0906	32	064	

February 13, 2024

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23.71



- NOTE:
1. THE CONTRACTOR SHALL REMOVE AND REINSTALL ANY LANDSCAPE SUBSIDIARY TO THE JOB SCOPES.
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LEGEND

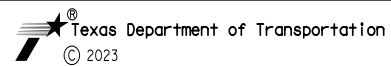
	PROPOSED CONCRETE FLATWORK
	PROPOSED ASPHALT PAVEMENT
	DETECTABLE WARNING
	BLOCKSODING AND TOP SOIL
	MICROSURFACING 25 LBS/SY RATE

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NO.	REVISION	BY	DATE



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PEDESTRIAN SAFETY IMPROVEMENTS

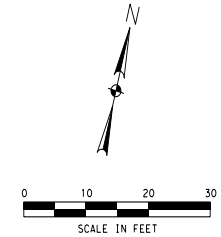
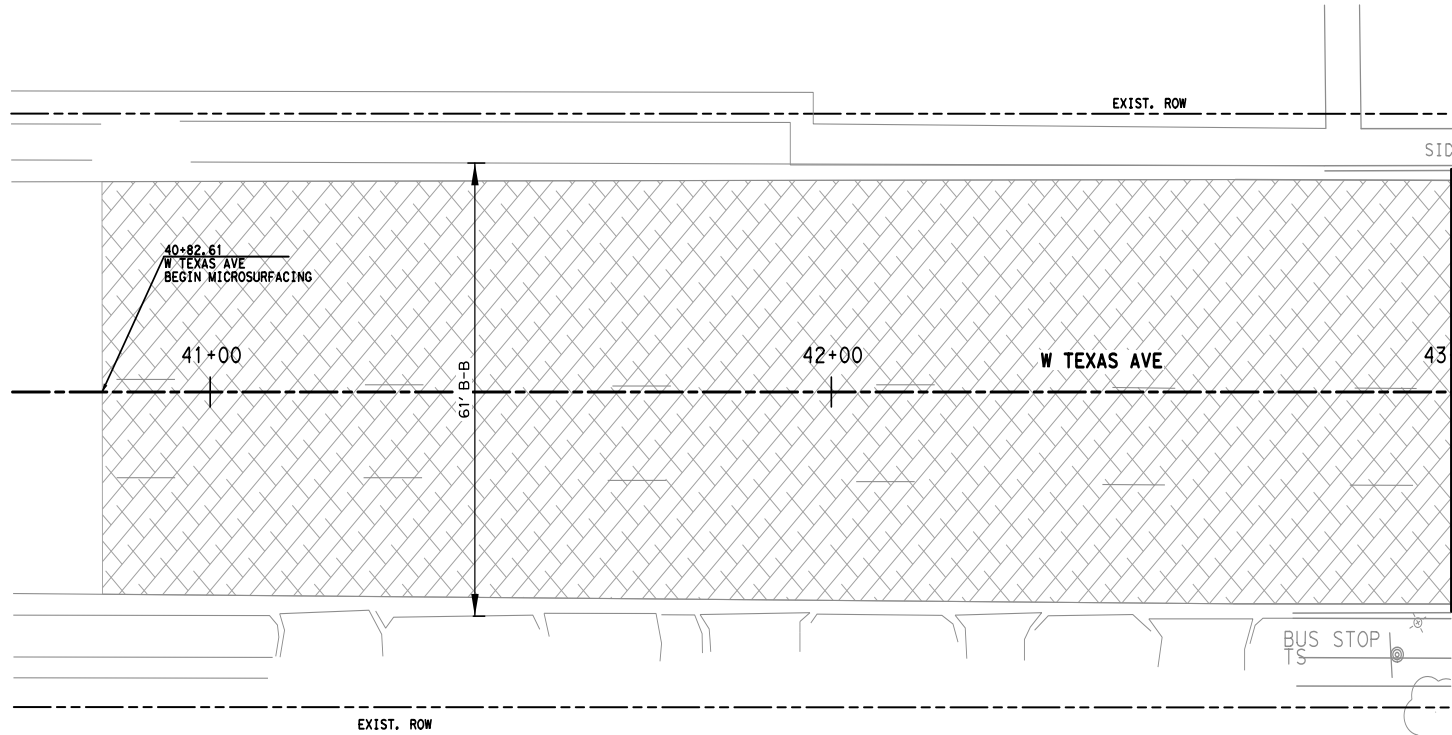
PAVING PLAN
W TEXAS AVE

SCALE: 1"= 20'		Sheet 2 of 14	
DESIGN	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
HALFF	0000		
CHECK	STATE	DISTRICT	COUNTY
DMS	TEXAS	ODA	MIDLAND
CHECK	CONTROL	SECTION	JOB
JTH	0906	32	064
			46

PACKET

23.72

February 13, 2024



MATCH LINE STA 43+00

LEGEND

- PROPOSED CONCRETE FLATWORK
- PROPOSED ASPHALT PAVEMENT
- DETECTABLE WARNING
- BLOCKSODING AND TOP SOIL
- MICROSURFACING
25 LBS/SY RATE

NOTE:

1. THE CONTRACTOR SHALL REMOVE AND REINSTALL ANY LANDSCAPE SUBSIDARY TO THE JOB SCOPES.
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23.73

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Name PE# Date

NO.	REVISION	BY	DATE



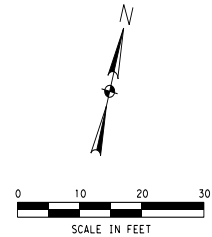
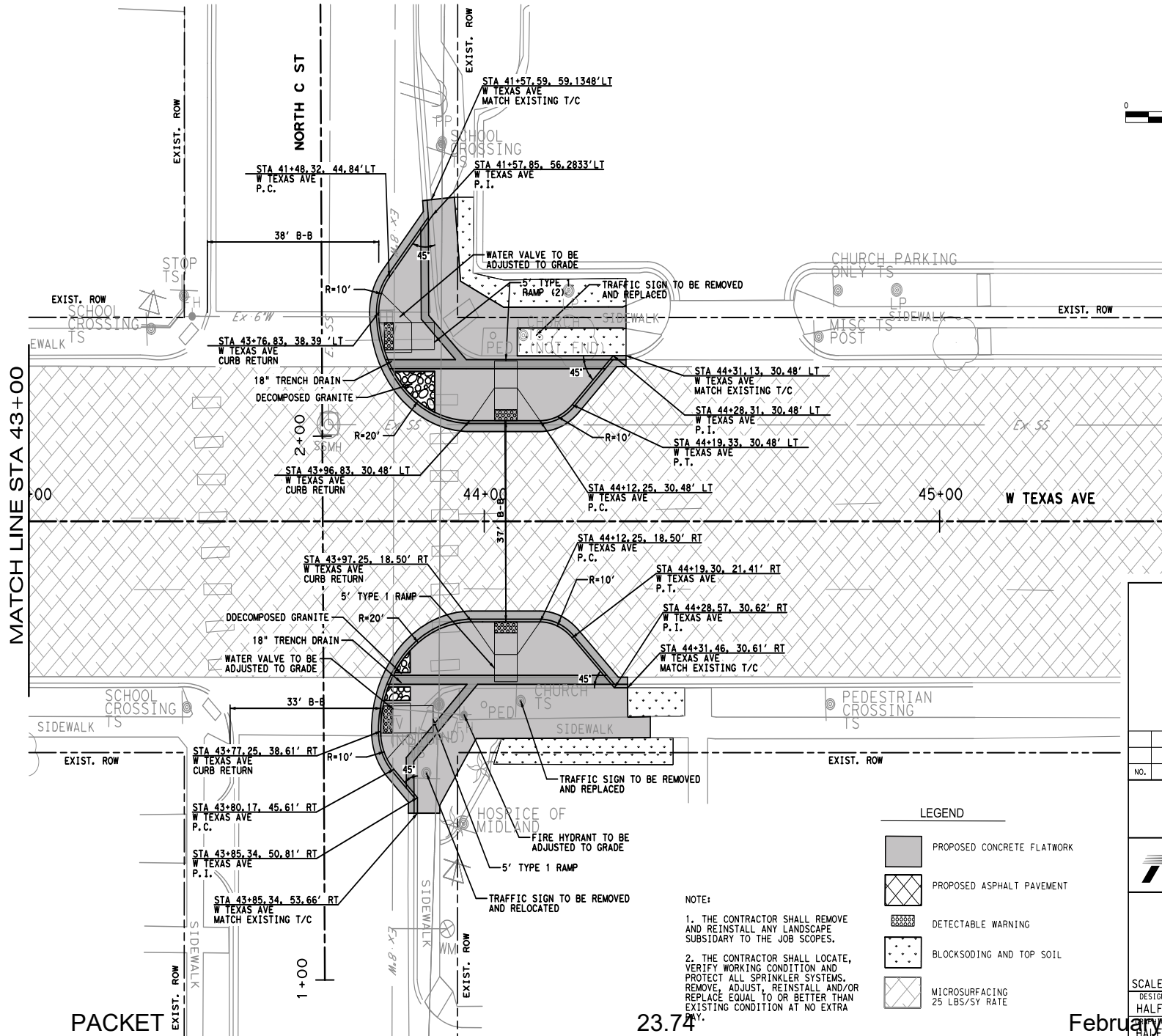
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LUBBOCK, TX 79424
TBEELS ENGINEERING FIRM #512



W TEXAS AVE AND W ILLINOIS AVE
PEDESTRIAN SAFETY IMPROVEMENTS

PAVING PLAN
W TEXAS AVE

SCALE: 1" = 20'	Sheet 3 of 14		
DESIGN HALFF	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
CHECK HALFF	STATE	COUNTY	SHEET NO.
CHECK DMS	TEXAS	ODA	MIDLAND
CHECK JTH	0906	32	064
February 13, 2024			47



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PAVING PLAN
W TEXAS AVE

SCALE: 1"= 20'

DESIGN: HALFF
CHECK: DMS
JTH

FED. RD. DIV. NO.: 0906
STATE: TEXAS
CONTROL: 0906

FEDERAL AID PROJECT NO.: 32
DISTRICT: ODA
SECTION: 064

HIGHWAY NO.: N/A
COUNTY: MIDLAND
JOB: 064

SHEET NO.: 48

Sheet 4 of 14

February 13, 2024

NOTE:

1. THE CONTRACTOR SHALL REMOVE AND REINSTALL ANY LANDSCAPE SUBSIDIARY TO THE JOB SCOPES.

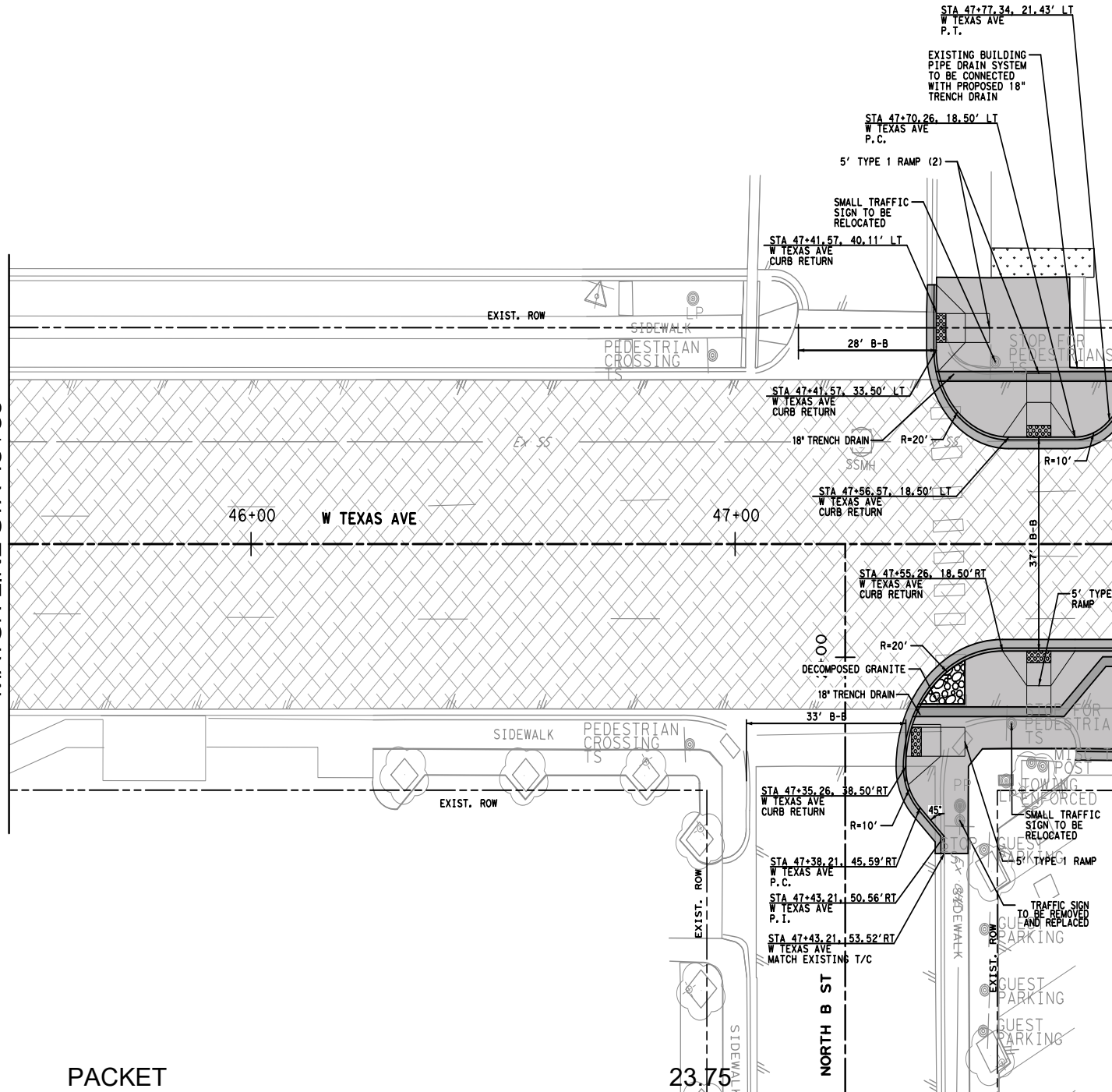
2. THE CONTRACTOR SHALL LOCATE, VERIFY WORKING CONDITION AND PROTECT ALL SPRINKLER SYSTEMS. REMOVE, ADJUST, REINSTALL AND/OR REPLACE EQUAL TO OR BETTER THAN EXISTING CONDITION AT NO EXTRA CHARGE.

LEGEND	
	PROPOSED CONCRETE FLATWORK
	PROPOSED ASPHALT PAVEMENT
	DETECTABLE WARNING
	BLOCKSOEDING AND TOP SOIL
	MICROSURFACING 25 LBS/SY RATE

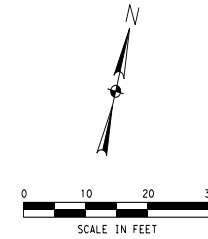
PACKET

23.74

MATCH LINE STA 45+50



MATCH LINE STA 47+80



NOTE:

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LEGEND

- PROPOSED CONCRETE FLATWORK
- PROPOSED ASPHALT PAVEMENT
- DETECTABLE WARNING
- BLOCK SODDING AND TOP SOIL
- MICROSURFACING 25 LBS/SY RATE

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PEDESTRIAN SAFETY IMPROVEMENTS

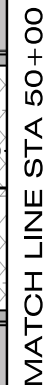
PAVING PLAN
W TEXAS AVE

SCALE: 1"= 20'	Sheet 5 of 14		
DESIGN HALFF	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
CHECK DMS	STATE	COUNTY	SHEET NO.
CHECK JTH	TEXAS	ODA	MIDLAND
	CONTROL	SECTION	JOB
	0906	32	064

February 13, 2024

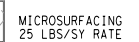
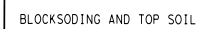
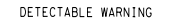
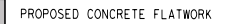
PACKET

23.75



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LEGEND

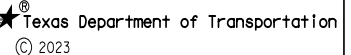
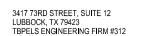


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Name	PE#	Date

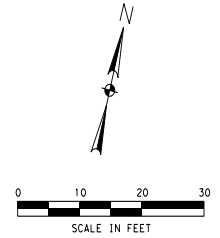
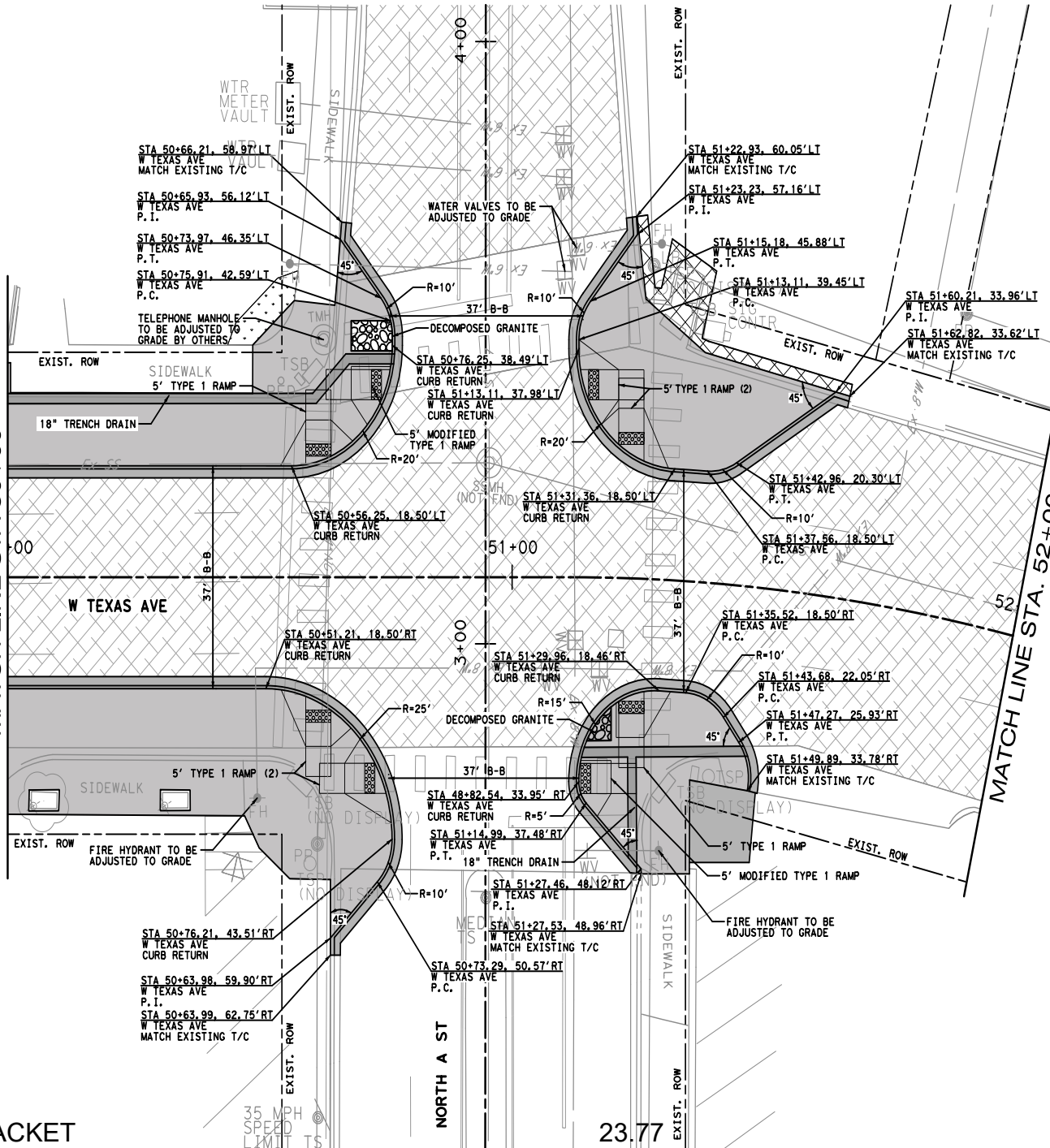
NO.	REVISION	BY	DATE

W TEXAS AVE AND W ILLINOIS AVE
PEDESTRIAN SAFETY IMPROVEMENTSPAVING PLAN
W TEXAS AVE

SCALE: 1" = 20'		Sheet 6 of 14	
DESIGN HALF	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
13	3 X	*	N/A
DATE	DISTRICT	COUNTY	SHEET NO.
CHECK DMS	TEXAS	ODA	MIDLAND
CHECK	CONTROL	SECTION	JOB
JTH	0906	32	064

MATCH LINE STA 50+00

PACKET



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LEGEND

- PROPOSED CONCRETE FLATWORK
- PROPOSED ASPHALT PAVEMENT
- DETECTABLE WARNING
- BLOCKSODDING AND TOP SOIL
- MICROSURFACING 25 LBS/SY RATE

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Name PE# Date

NO.	REVISION	BY	DATE

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PEDESTRIAN SAFETY IMPROVEMENTS

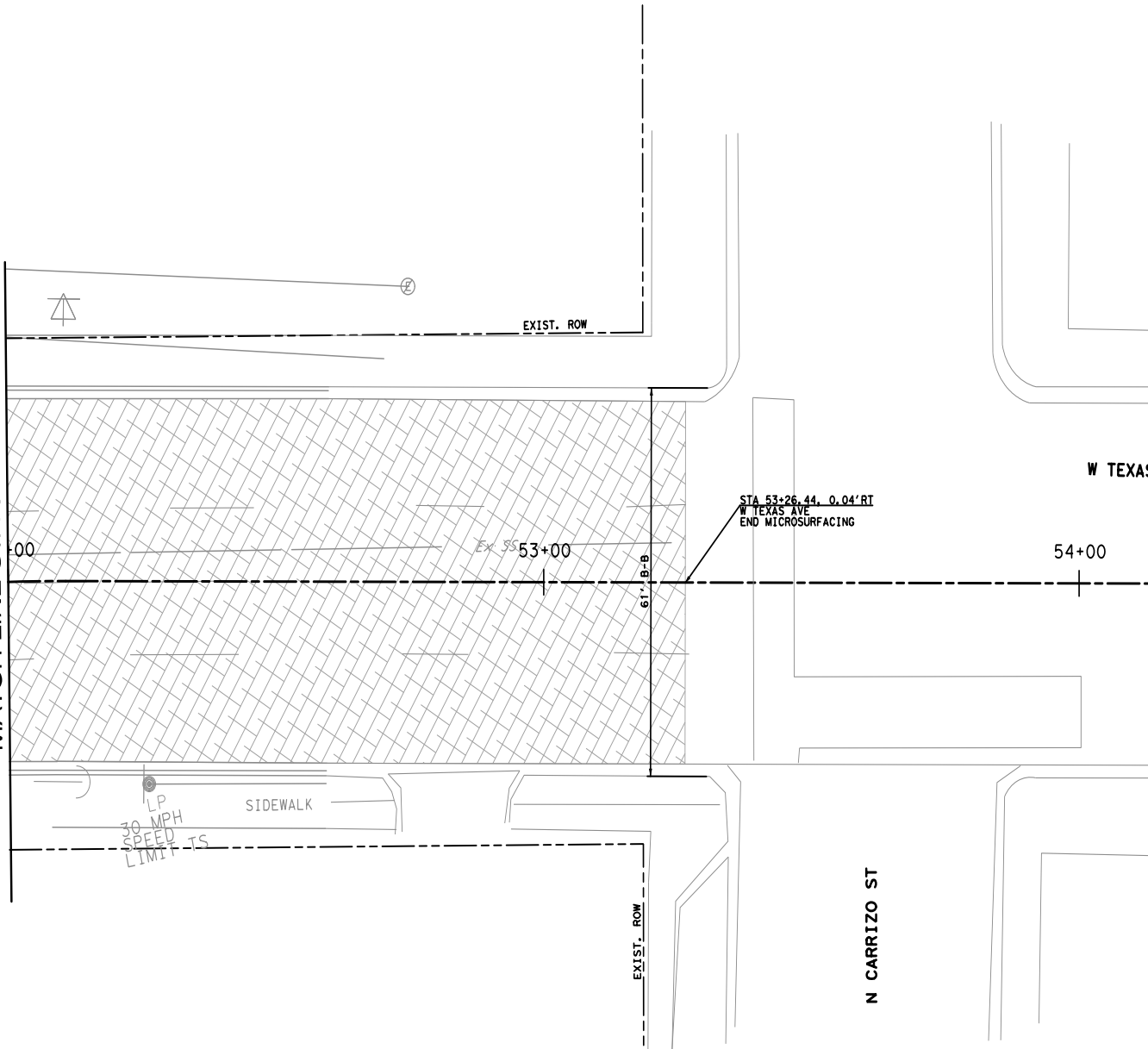
PAVING PLAN
W TEXAS AVE

SCALE: 1"= 20'	Sheet 7 of 14			
DESIGN HALFF	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.	N/A
CHECK DMS	STATE	DISTRICT	COUNTY	SHEET NO.
CHECK JTH	TEXAS	ODA	MIDLAND	51
	CONTROL	SECTION	JOB	
	0906	32	064	

February 13, 2024

PACKET

MATCH LINE STA 52+00



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LEGEND

- PROPOSED CONCRETE FLATWORK
- PROPOSED ASPHALT PAVEMENT
- DETECTABLE WARNING
- BLOCKSODDING AND TOP SOIL
- MICROSURFACING 25 LBS/SY RATE

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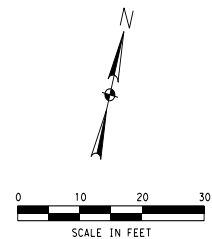
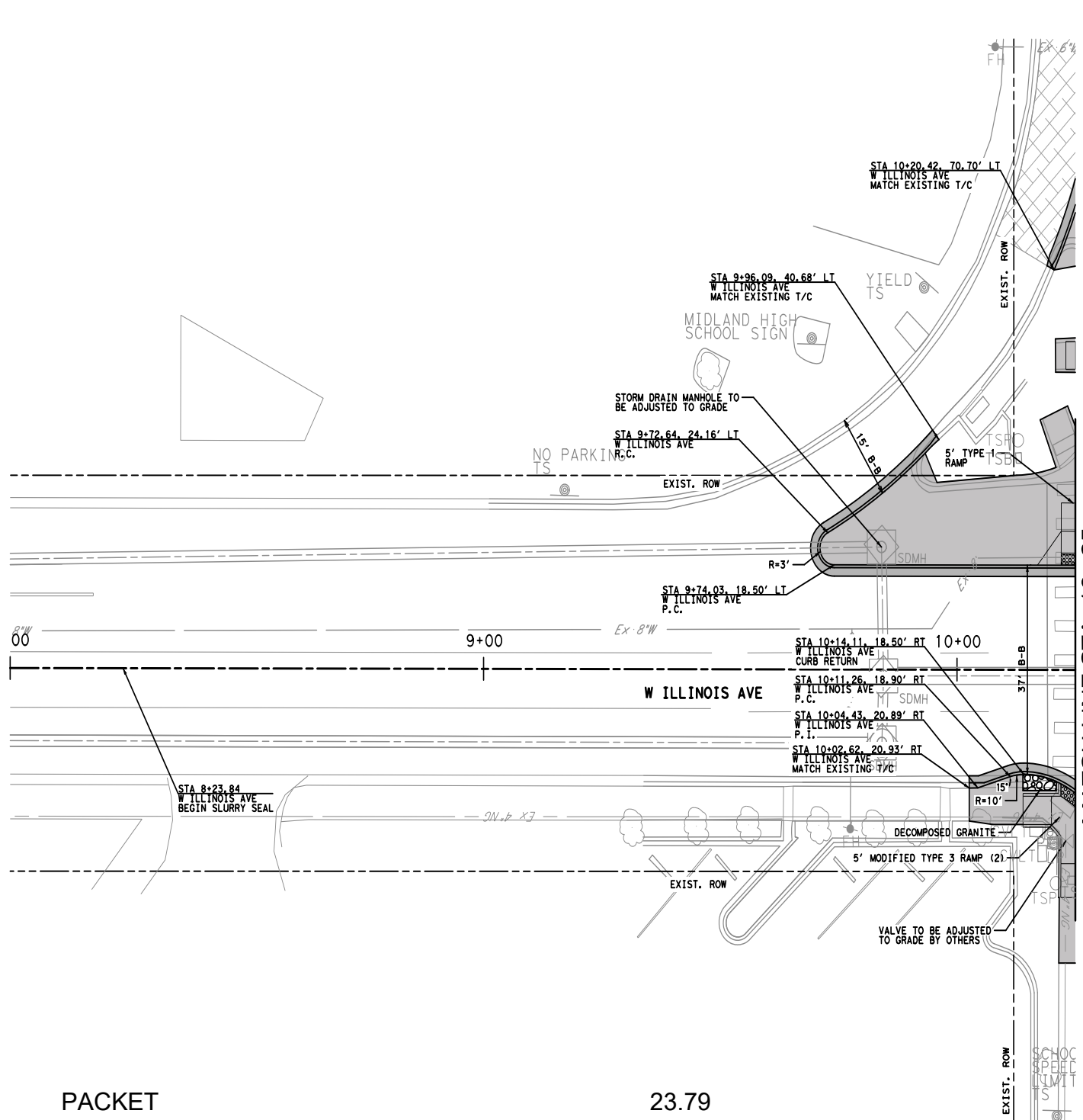
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PEDESTRIAN SAFETY IMPROVEMENTS

PAVING PLAN
W TEXAS AVE

SCALE: 1" = 20'	Sheet 8 of 14		
DESIGN HALFF	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
CHECK HALFF	STATE	COUNTY	N/A
CHECK DMS	TEXAS	ODA	MIDLAND
CHECK JTH	0906	32	064
February 13, 2024			52



- NOTE:
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LEGEND	
	PROPOSED CONCRETE FLATWORK
	PROPOSED ASPHALT PAVEMENT
	DETECTABLE WARNING
	BLOCKSODDING AND TOP SOIL
	MICROSURFACING 25 LBS/SY RATE

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PEDESTRIAN SAFETY IMPROVEMENTS

PAVING PLAN
W ILLINOIS AVE

SCALE: 1" = 20' Sheet 9 of 14

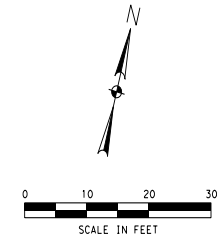
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HALFF	X	*	N/A
CHECK	STATE	DISTRICT	COUNTY
DMS	TEXAS	ODA	MIDLAND
CHECK	CONTROL	SECTION	JOB
JTH	0906	32	064

53

PACKET

23.79

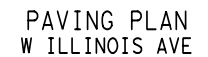
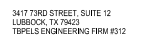
February 13, 2024



2. THE CONTRACTOR SHALL LOCATE, VERIFY WORKING CONDITION AND PROTECT ALL SPRINKLER SYSTEMS. REMOVE, ADJUST, REINSTALL AND/OR REPLACE EQUAL TO OR BETTER THAN EXISTING CONDITION AT NO EXTRA PAY.

	PROPOSED CONCRETE FLATWORK
	PROPOSED ASPHALT PAVEMENT
	DETECTABLE WARNING
	BLOCKSODING AND TOP SOIL
	MICROSURFACING 25 LBS/SY RATE

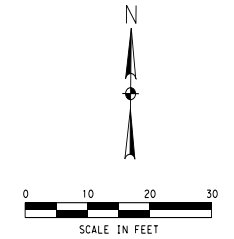
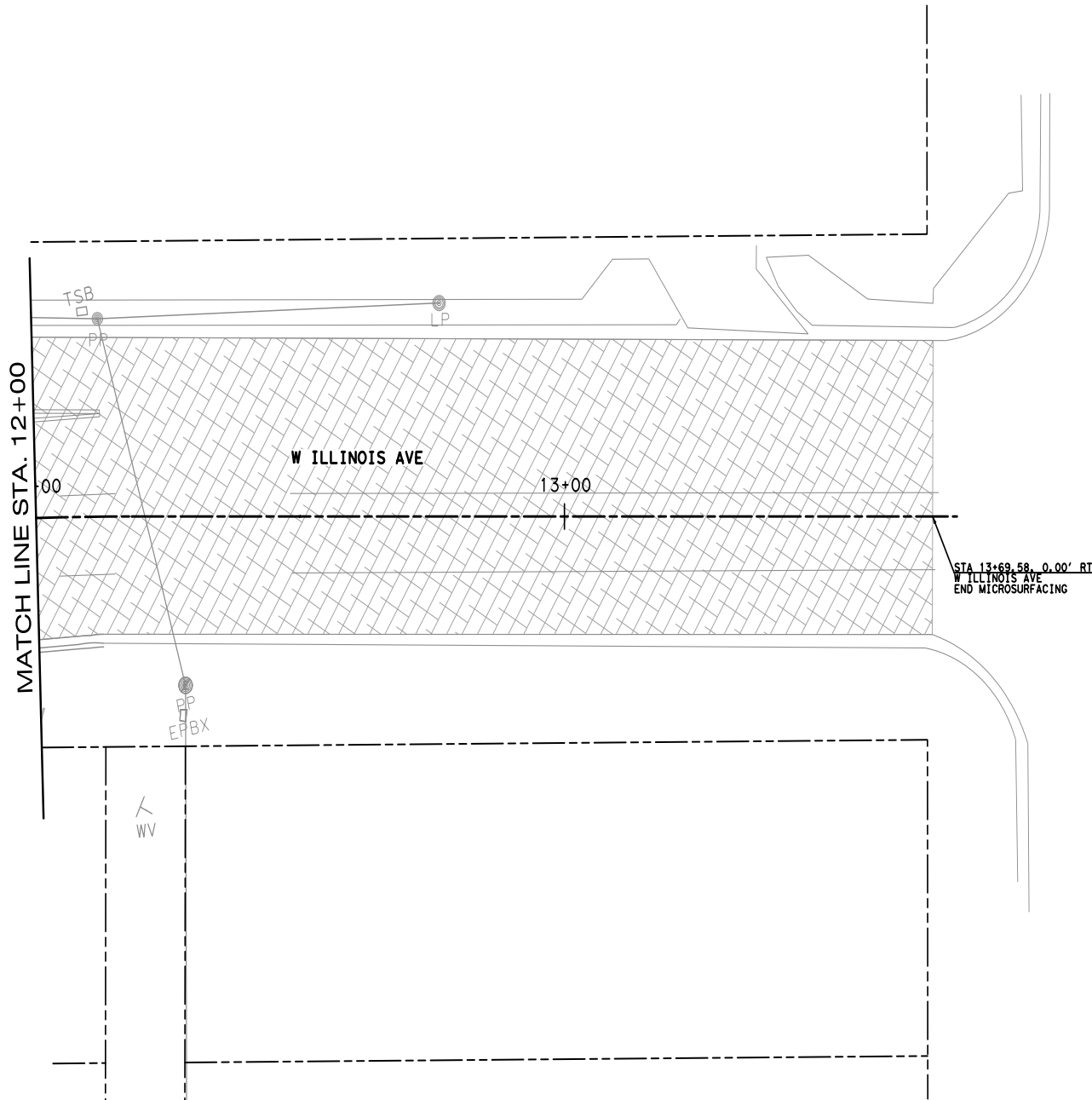
NO.	REVISION	BY	DATE



SCALE: 1" = 20'			Sheet 10 of 14	
DESIGN HALF	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
13	3 X	*		N/A
DESIGN HALF	STATE	DISTRICT	COUNTY	SHEET NO.
CHECK DMS	TEXAS	ODA	MIDLAND	54
CHECK	CONTROL	SECTION	JOB	
JTH	0906	32	064	

PACKET

23.81



- NOTE:
1. THE CONTRACTOR SHALL REMOVE AND REINSTALL ANY LANDSCAPE SUBSIDIARY TO THE JOB SCOPES.
 2. THE CONTRACTOR SHALL LOCATE, VERIFY WORKING CONDITION AND PROTECT ALL SPRINKLER SYSTEMS. REMOVE, ADJUST, REINSTALL AND/OR REPLACE EQUAL TO OR BETTER THAN EXISTING CONDITION AT NO EXTRA PAY.

LEGEND

- PROPOSED CONCRETE FLATWORK
- PROPOSED ASPHALT PAVEMENT
- DETECTABLE WARNING
- BLOCKSODDING AND TOP SOIL
- MICROSURFACING 25 LBS/SY RATE

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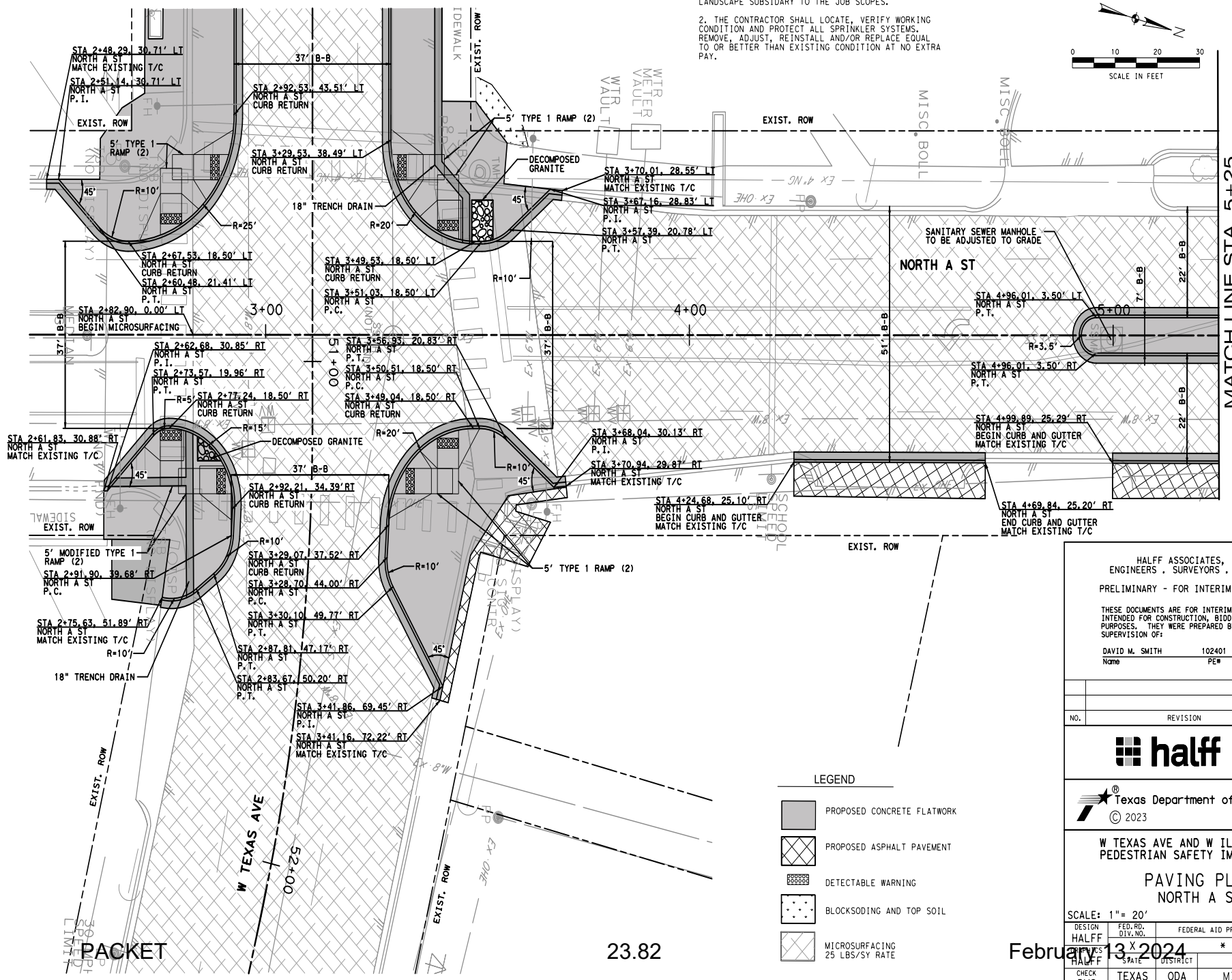
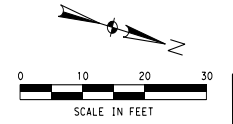
W TEXAS AVE AND W ILLINOIS AVE
PEDESTRIAN SAFETY IMPROVEMENTS
PAVING PLAN
W ILLINOIS AVE

SCALE: 1" = 20'	Sheet 11 of 14		
DESIGN HALFF	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
CHECK DMS	TEXAS	ODA	MIDLAND
CHECK JTH	0906	32	064
			55

February 13, 2024

DATE: 1/5/2024 TIME: 3:50:45 PM PROJECT # 45715 OFFICE: MLD
A:\45000s\45715\009\PM\CADD\Sheets\C-PLAN-PAVE-12-45715-009.dgn

- NOTE:
1. THE CONTRACTOR SHALL REMOVE AND REINSTALL ANY LANDSCAPE SUBSIDIARY TO THE JOB SCOPES.
 2. THE CONTRACTOR SHALL LOCATE, VERIFY WORKING CONDITION AND PROTECT ALL SPRINKLER SYSTEMS. REMOVE, ADJUST, REINSTALL AND/OR REPLACE EQUAL TO OR BETTER THAN EXISTING CONDITION AT NO EXTRA PAY.



MATCH LINE STA. 5+25

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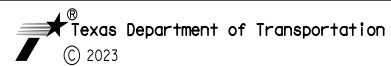
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TBP&S ENGINEERING FIRM #512



W TEXAS AVE AND W ILLINOIS AVE
PEDESTRIAN SAFETY IMPROVEMENTS

PAVING PLAN
NORTH A ST

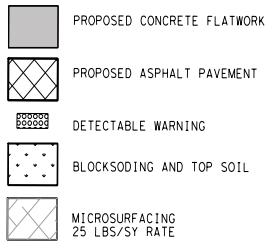
SCALE: 1"= 20'		Sheet 12 of 14	
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CHECK DMS	STATE	DISTRICT	COUNTY
CHECK JTH	TEXAS	ODA	MIDLAND
CONTROL SECTION		JOB	
0906		32	
064		56	

February 13, 2024

PACKET

23.82

LEGEND

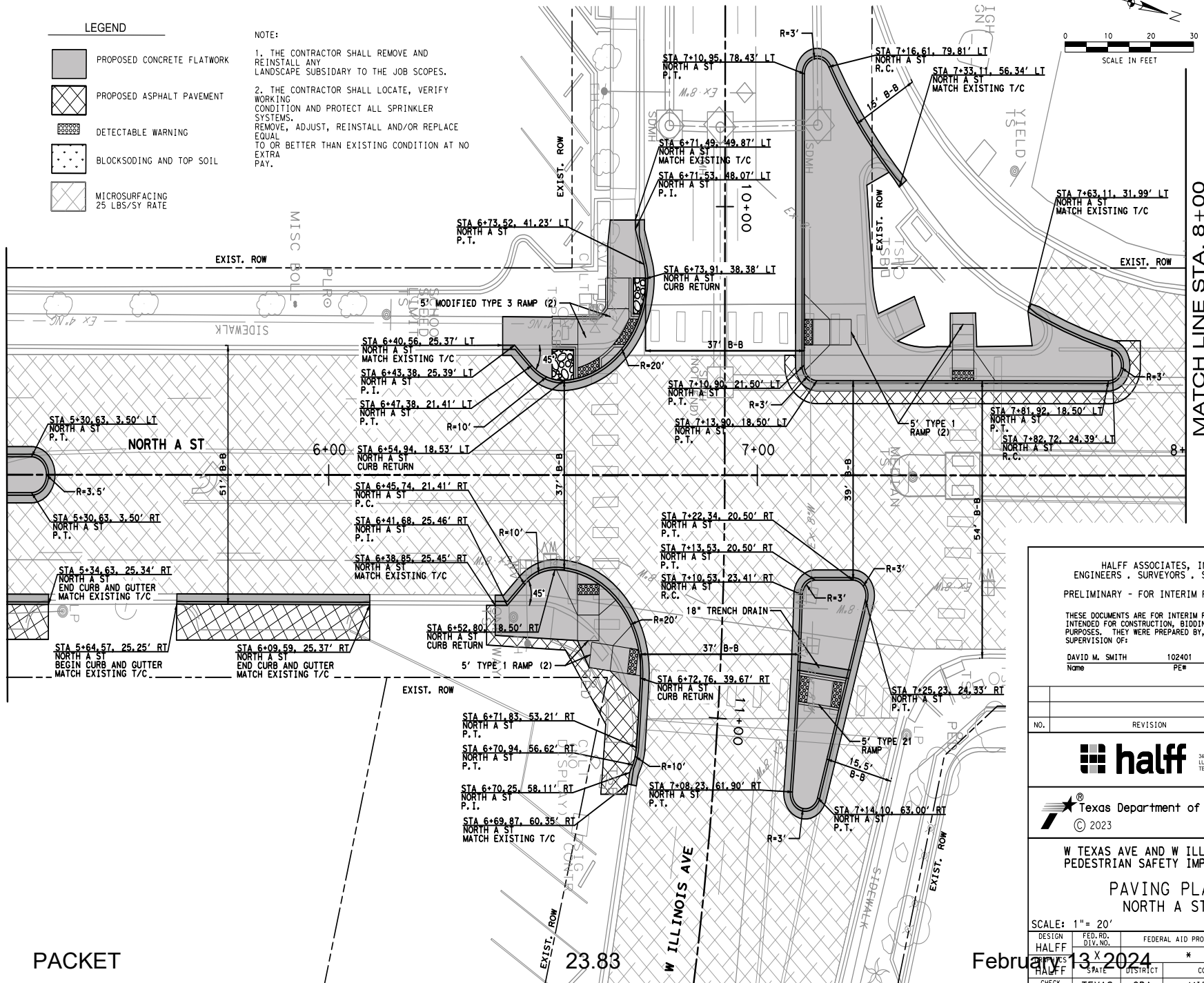


NOTE:

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MATCH LINE STA. 5+25

MATCH LINE STA. 8+00



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PEDESTRIAN SAFETY IMPROVEMENTS

PAVING PLAN NORTH A ST

SCALE: 1"= 20'	Sheet 13 of 14		
DESIGN HALFF	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
CHECK DMS	STATE	DISTRICT	COUNTY
CHECK JTH	TEXAS	ODA	MIDLAND
CONTROL	SECTION	JOB	SHEET NO.
0906	32	064	57

PACKET

February 13, 2024

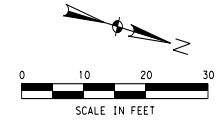
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LEGEND

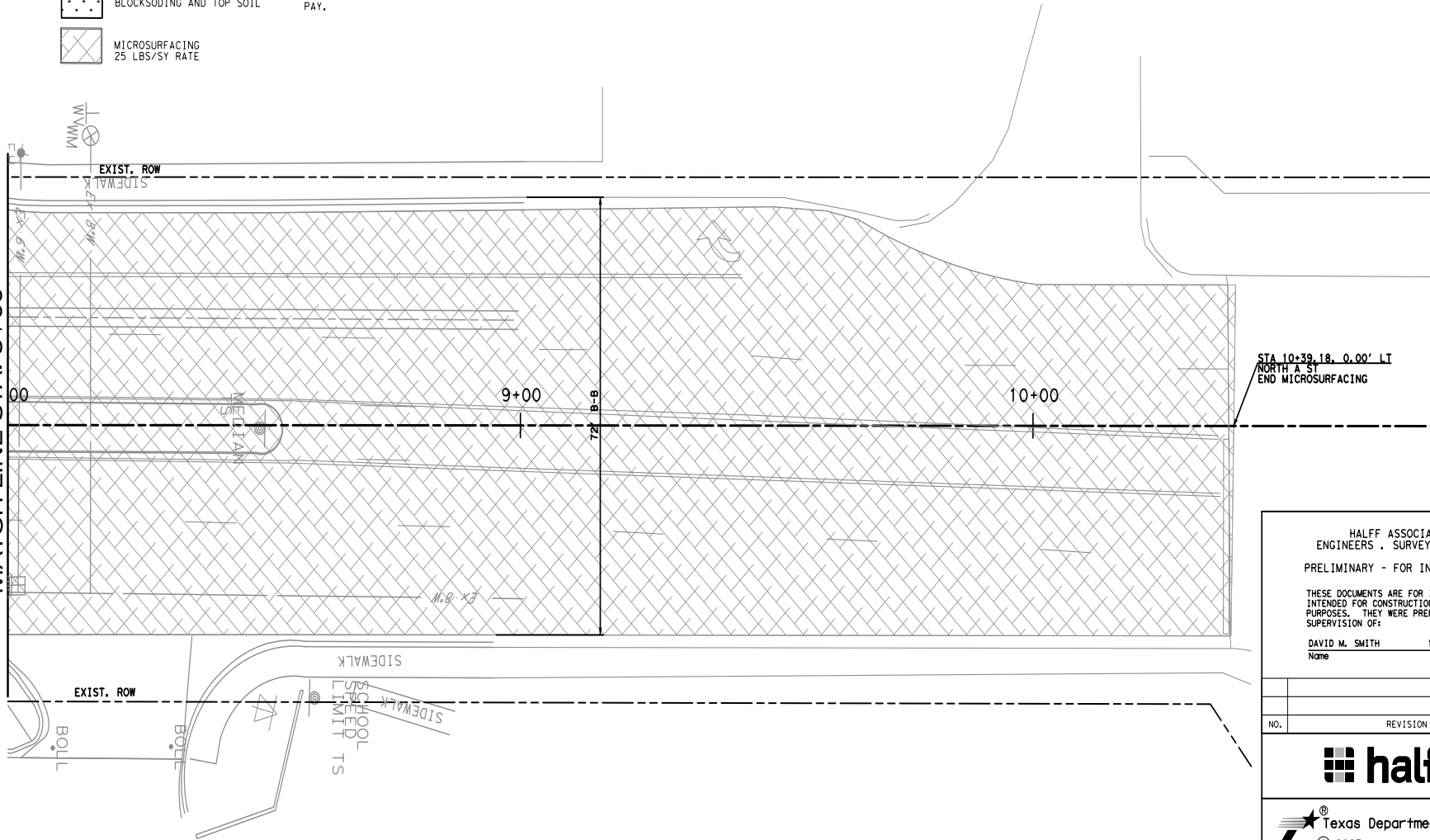
- PROPOSED CONCRETE FLATWORK
- PROPOSED ASPHALT PAVEMENT
- DETECTABLE WARNING
- BLOCKSODING AND TOP SOIL
- MICROSURFACING
25 LBS/SY RATE

NOTE:

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MATCH LINE STA. 8+00



STA 10+39.18, 0.00' LT
NORTH A ST
END MICROSURFACING

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NO.	REVISION	BY	DATE



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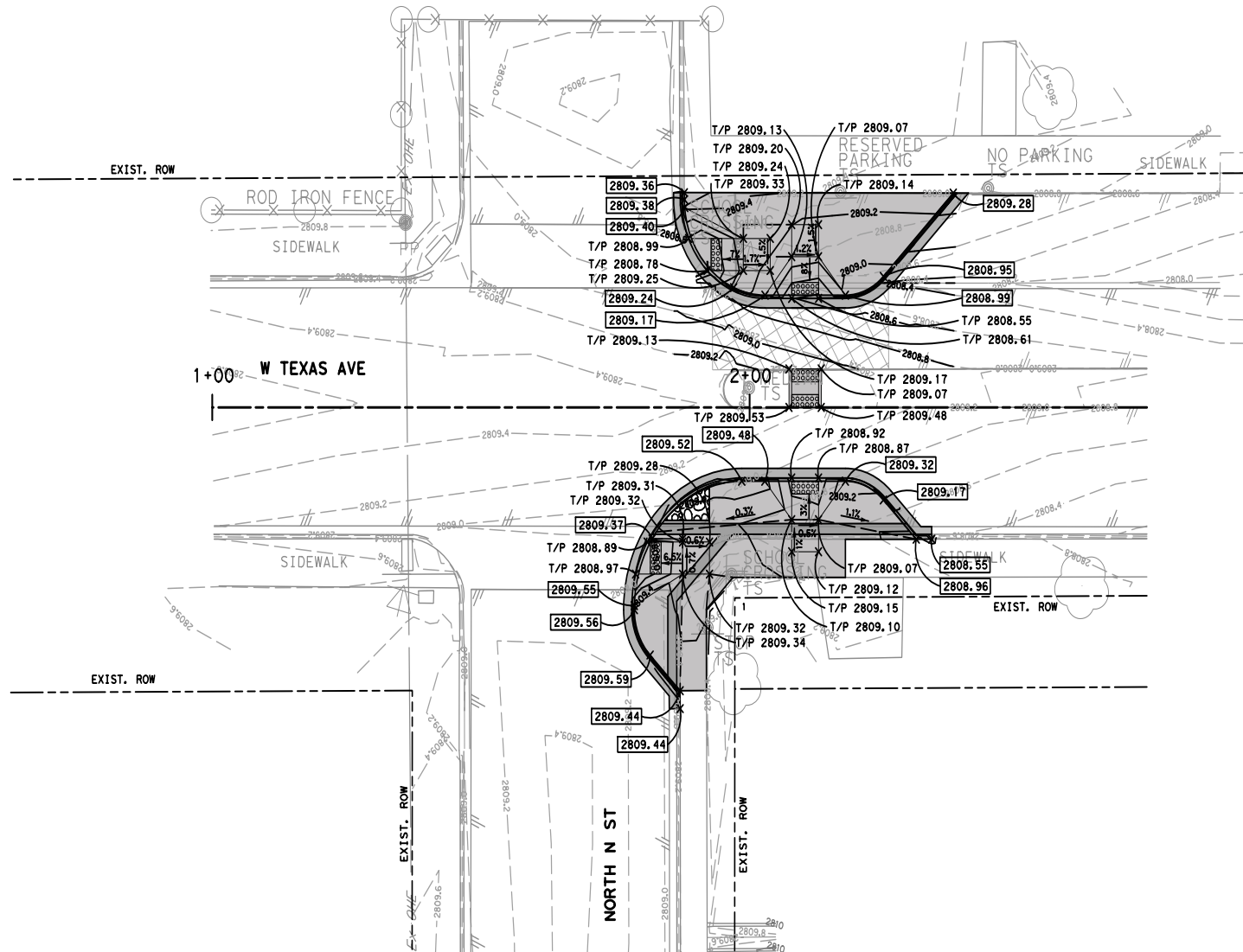
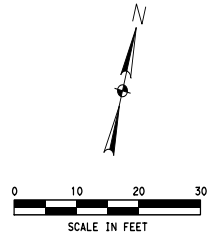
PAVING PLAN
NORTH A ST

SCALE: 1" = 20'	Sheet 14 of 14		
DESIGN HALFF	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
CHECK DMS	TEXAS	ODA	MIDLAND
CHECK JTH	0906	32	064
			58

PACKET

23.84

February 13, 2024



- LEGEND
- 2809 — PROPOSED CONTOUR
 - 2809 — EXISTING CONTOUR
 - BREAK LINE
 - T/P 2808.97 X PROPOSED TOP OF PAVEMENT
 - 2808.97 X PROPOSED TOP OF CURB

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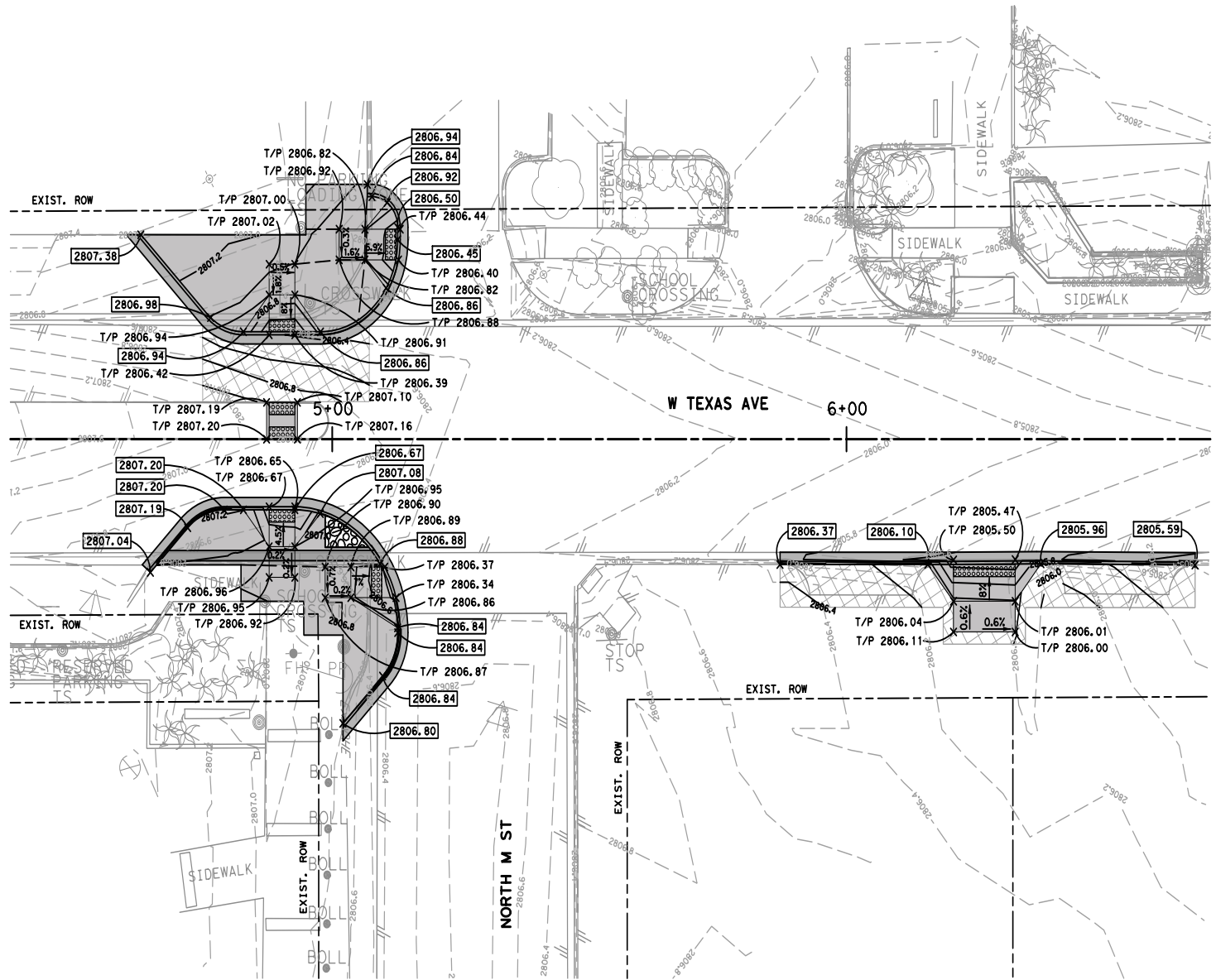
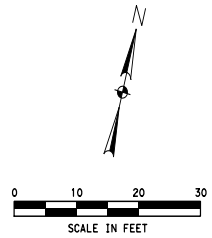
GRADING PLAN
W TEXAS AVE

SCALE: 1" = 20'	Sheet 1 of 9		
DESIGN HALFF	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
CHECK HALFF	STATE	DISTRICT	COUNTY
CHECK DMS	TEXAS	ODA	MIDLAND
CHECK JTH	CONTROL	SECTION	JOB
	0906	32	064
			59

PACKET

23.85

February 13, 2024



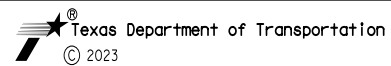
- LEGEND
- 2809 PROPOSED CONTOUR
 - 2809 EXISTING CONTOUR
 - BREAK LINE
 - T/P 2808.97 X PROPOSED TOP OF PAVEMENT
 - 2808.97 X PROPOSED TOP OF CURB

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PEDESTRIAN SAFETY IMPROVEMENTS

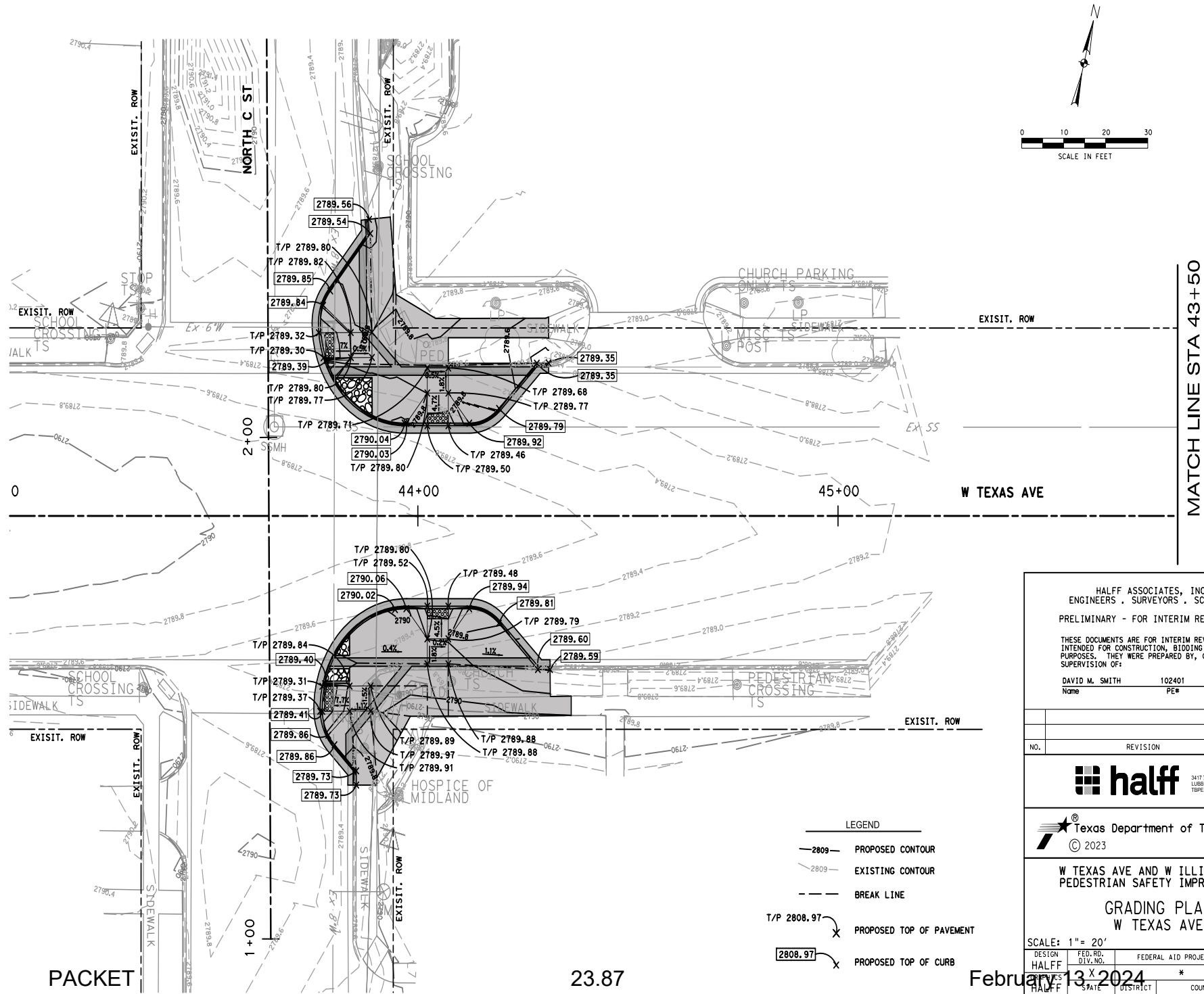
GRADING PLAN
W TEXAS AVE

SCALE: 1"= 20'	Sheet 2 of 9		
DESIGN HALFF	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
CHECK DMS	TEXAS	ODA	MIDLAND
CHECK JTH	0906	32	064
			60

PACKET

23.86

February 13, 2024



PACKET

23.87

- LEGEND
- 2809— PROPOSED CONTOUR
 - - -2809- - - EXISTING CONTOUR
 - - - BREAK LINE
 - T/P 2808.97 X PROPOSED TOP OF PAVEMENT
 - [2808.97] X PROPOSED TOP OF CURB

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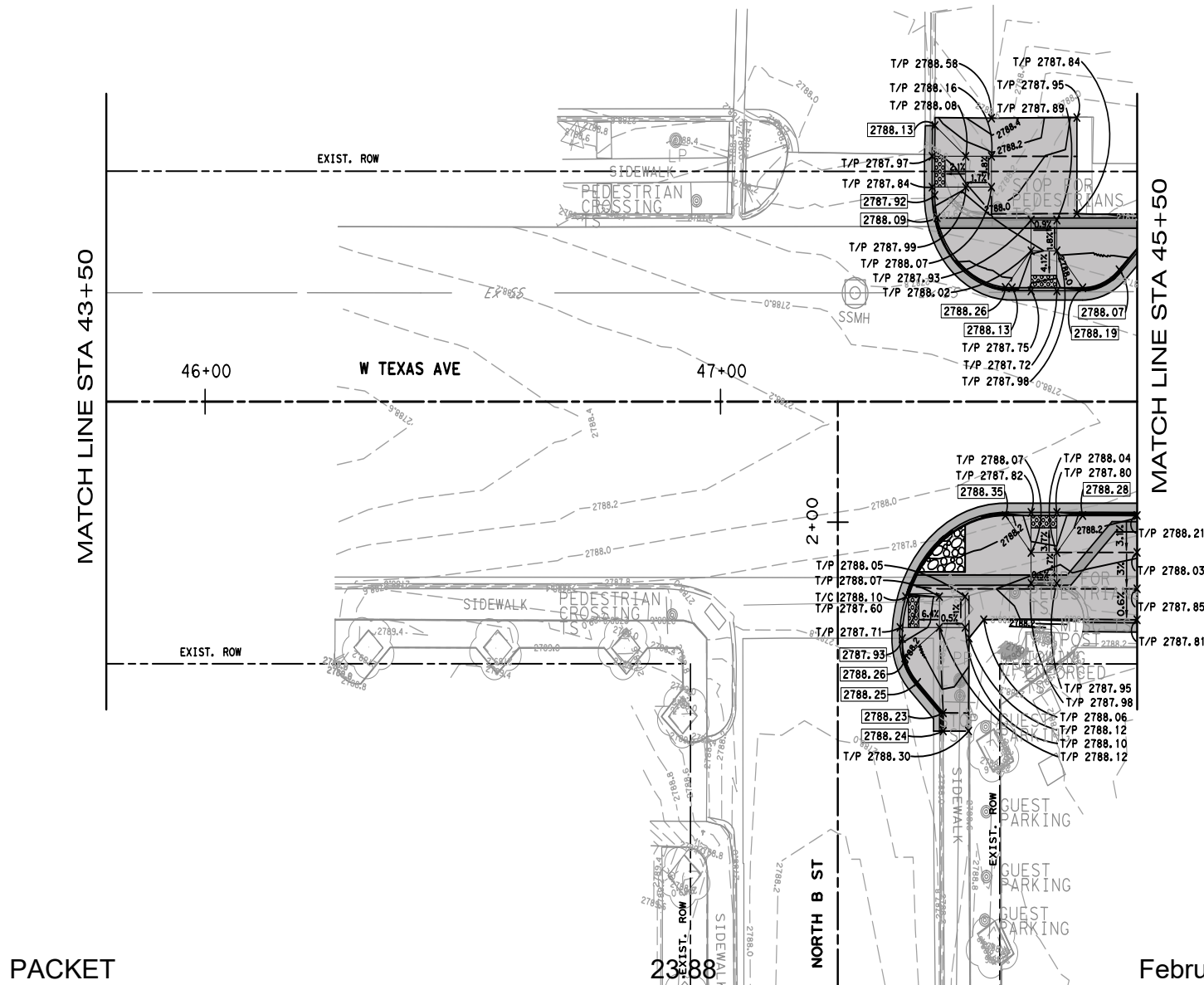
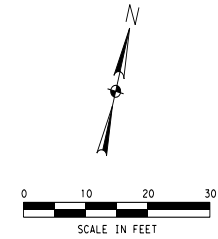
GRADING PLAN
W TEXAS AVE

SCALE: 1" = 20' Sheet 3 of 9

DESIGN	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
HALFF	X	*	N/A
HALFF	STATE	DISTRICT	COUNTY
CHECK DMS	TEXAS	ODA	MIDLAND
CHECK CONTROL	SECTION	JOB	
CHECK JTH	0906	32	064

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February 13, 2024



- LEGEND
- 2809— PROPOSED CONTOUR
 - - -2809- - - EXISTING CONTOUR
 - - - BREAK LINE
 - T/P 2808.97 X PROPOSED TOP OF PAVEMENT
 - [2808.97] X PROPOSED TOP OF CURB

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NO.	REVISION	BY	DATE



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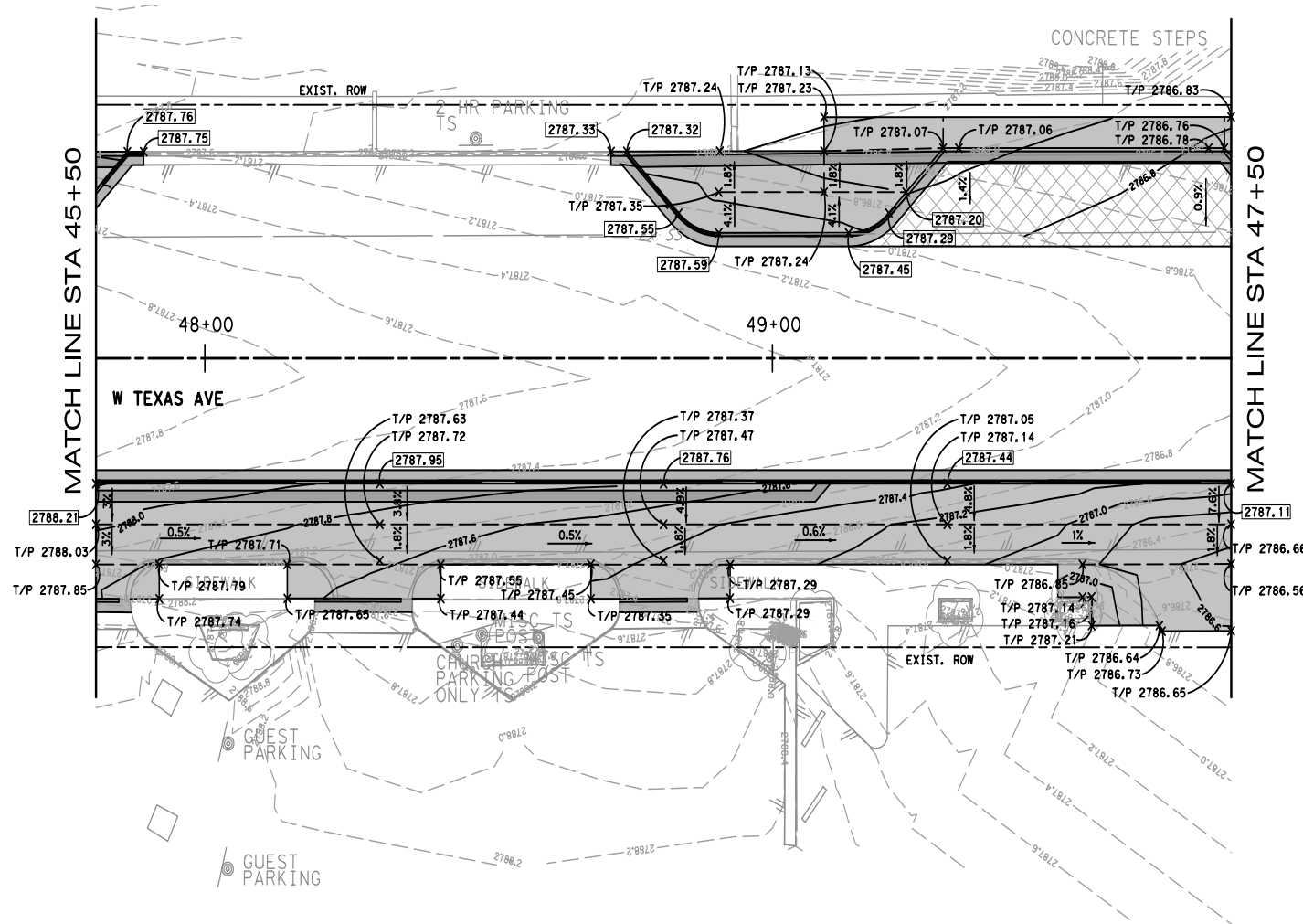
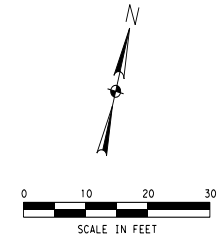


W TEXAS AVE AND W ILLINOIS AVE
PEDESTRIAN SAFETY IMPROVEMENTS

GRADING PLAN
W TEXAS AVE

SCALE: 1"= 20'	Sheet 4 of 9		
DESIGN HALFF	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
CHECKS HALFF	STATE	DISTRICT	COUNTY
CHECK DMS	TEXAS	ODA	MIDLAND
CHECK JTH	CONTROL	SECTION	JOB
	0906	32	064
			62

February 13, 2024



- LEGEND
- 2809 PROPOSED CONTOUR
 - 2809 EXISTING CONTOUR
 - BREAK LINE
 - T/P 2808.97 X PROPOSED TOP OF PAVEMENT
 - 2808.97 X PROPOSED TOP OF CURB

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NO.	REVISION	BY	DATE



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PEDESTRIAN SAFETY IMPROVEMENTS

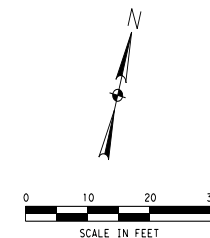
GRADING PLAN
W TEXAS AVE

SCALE: 1" = 20'	Sheet 5 of 9		
DESIGN HALFF	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
CHECK DMS	STATE	DISTRICT	COUNTY
CHECK JTH	CONTROL	SECTION	JOB
	TEXAS	ODA	MIDLAND
	0906	32	064
			63

PACKET

23.89

February 13, 2024



LEGEND

—2809— PROPOSED CONTOUR

—2809— EXISTING CONTOUR

BREAK LINE

T/P 2808.97 PROPOSED TOP OF PAVEMENT

2808.97 PROPOSED TOP OF CURB

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Name	PE#	Date

NO.	REVISION	BY	DATE



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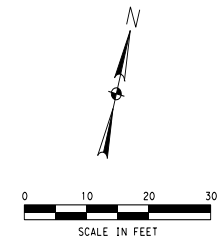


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W TEXAS AVE AND W ILLINOIS AVE
PEDESTRIAN SAFETY IMPROVEMENTS

GRADING PLAN
W TEXAS AVE

SCALE: 1" = 20'			Sheet 6 of 9	
DESIGN	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
HALFF	X	*		N/A
STATE	DISTRICT	COUNTY		SHEET NO.
CHECK DMS	TEXAS	ODA	MIDLAND	64
CHECK	CONTROL	SECTION JOB		
JTH	0906	32	064	



—2809— PROPOSED CONTOUR
 \2809/ EXISTING CONTOUR
 - - - BREAK LINE

T/P 2808.97  PROPOSED TOP OF PAVEMENT

2808.97  PROPOSED TOP OF CURB

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DAVID M. SMITH	102401	1/5/2024
Name	PE#	Date

NO.	REVISION	BY	DATE
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LUBBOCK, TX 79423
TBP&S ENGINEERING FIRM #312

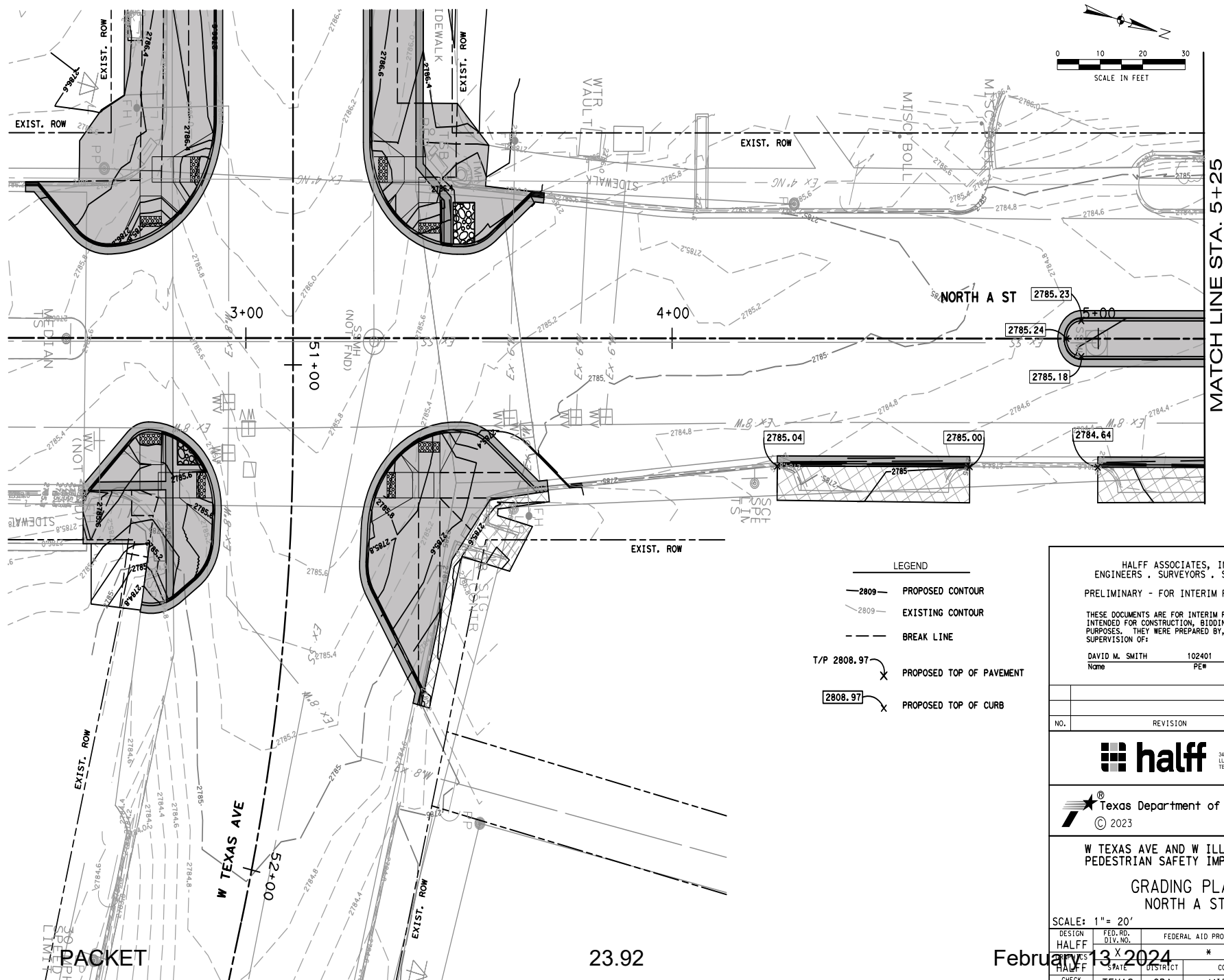


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GRADING PLAN
W ILLINOIS AVE

SCALE: 1" = 20' Sheet 7 of 9

DESIGN HALFF	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
CONCRETE HALFF	13 X 2024	*		N/A
CHECK DMS	STATE	DISTRICT	COUNTY	SHEET NO.
CHECK	TEXAS	ODA	MIDLAND	65
JTH	CONTROL	SECTION	JOB	
	0906	32	064	



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Name	PE#	Date

NO.	REVISION	BY	DATE



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TBP&S ENGINEERING FIRM #31



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PEDESTRIAN SAFETY IMPROVEMENTS

GRADING PLAN
NORTH A ST

SCALE: 1" = 20'

Sheet 8 of 9

DESIGN HALFF	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.			HIGHWAY NO.
TECHNICALS HALFF	13 X 2024	*			N/A
CHECK DMS	STATE	DISTRICT	COUNTY		SHEET NO.
CHECK	TEXAS	ODA	MIDLAND		66
JTH	CONTROL	SECTION	JOB		
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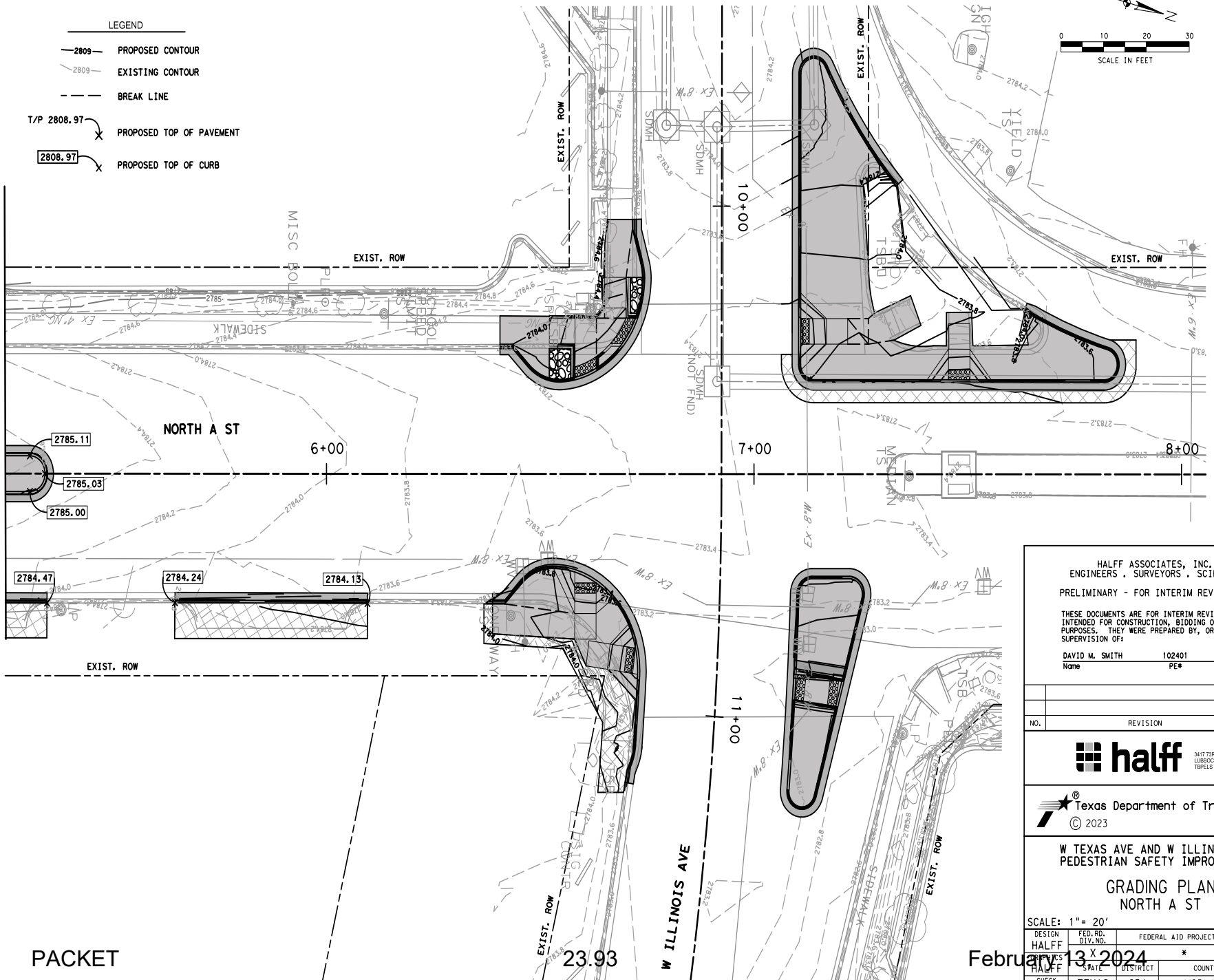
February 13, 2024

1/5/2024

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MATCH LINE STA. 5+25

- LEGEND
- 2809— PROPOSED CONTOUR
 - - -2809- EXISTING CONTOUR
 - - - BREAK LINE
 - T/P 2808.97 X PROPOSED TOP OF PAVEMENT
 - 2808.97 X PROPOSED TOP OF CURB

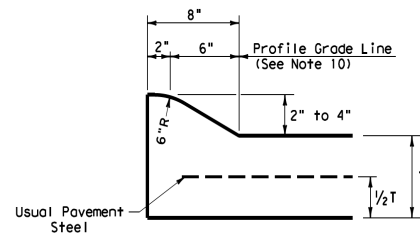


PACKET

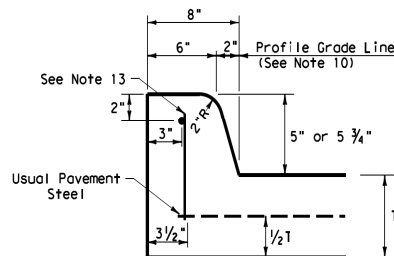
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NO.	REVISION	BY	DATE
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W TEXAS AVE AND W ILLINOIS AVE PEDESTRIAN SAFETY IMPROVEMENTS			
GRADING PLAN NORTH A ST			
SCALE: 1"= 20'		Sheet 9 of 9	
DESIGN HALFF	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
CHECK HALFF	STATE	DISTRICT	COUNTY
CHECK DMS	TEXAS	ODA	MIDLAND
CHECK JTH	CONTROL	SECTION	JOB
	0906	32	064
			67

February 13, 2024

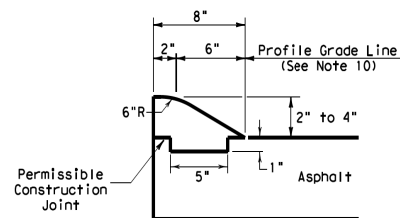
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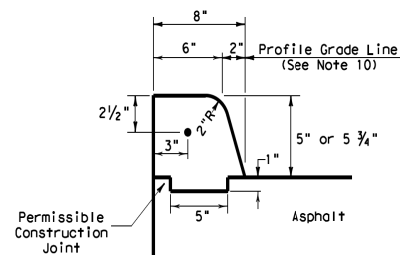
TYPE I CURB (MONOLITHIC)
2" - 4" HEIGHT



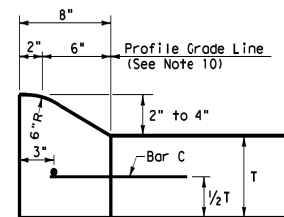
TYPE II CURB (MONOLITHIC)
5" - 5 3/4" HEIGHT



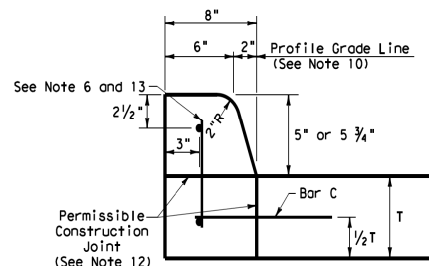
TYPE III CURB (KEYED)
2" - 4" HEIGHT



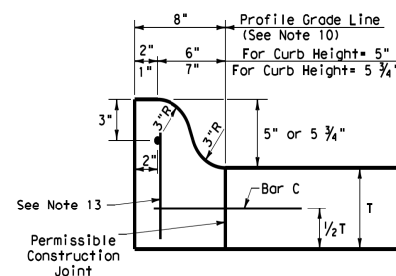
TYPE IV CURB (KEYED)
5" - 5 3/4" HEIGHT
PACKET



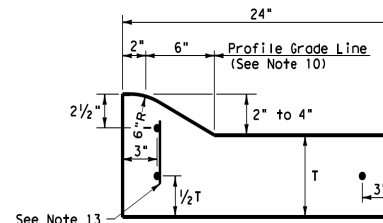
TYPE I CURB
2" - 4" HEIGHT



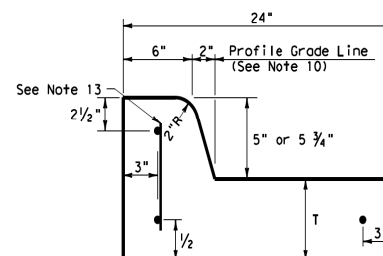
TYPE II CURB
5" - 5 3/4" HEIGHT



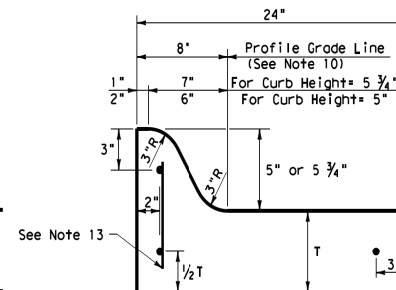
TYPE IIa CURB
5" - 5 3/4" HEIGHT



TYPE I CURB AND GUTTER
2" - 4" HEIGHT



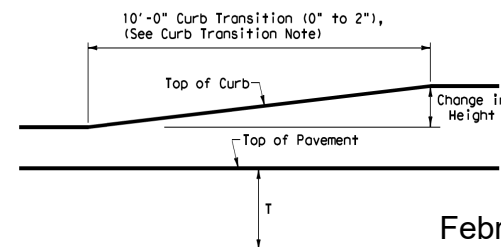
TYPE II CURB AND GUTTER
5" - 5 3/4" HEIGHT



TYPE IIa CURB AND GUTTER
5" - 5 3/4" HEIGHT

CURB TRANSITION NOTE:

Field conditions may require a longer or shorter transition, and shall be shown elsewhere in the plans, or as directed by the Engineer.

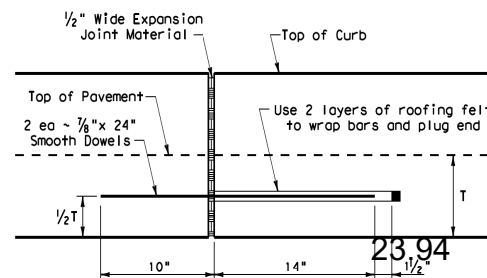
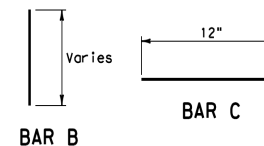


CURB TRANSITION

Note: To be paid for as Highest Curb

GENERAL NOTES

1. All materials and construction shall be in accordance with Item 529, "Concrete Curb, Gutter, and Combined Curb and Gutter."
2. Concrete shall be Class A.
3. When reinforcing bars are used, they shall be No.4 unless otherwise shown. The use of fiber reinforced concrete in lieu of reinforcing steel is acceptable. Use fibers meeting the requirements of DMS 4550, "Fibers for Concrete," and dose fibers in accordance with Material Producers List (MPL) "Fibers for Class A and B Concrete Applications."
4. Round exposed sharp edges with a rounding tool, to a minimum radius of $\frac{1}{4}$ inch.
5. All existing curbs and driveways to be removed shall be sawed or removed at existing joints.
6. Where concrete curb is to be placed on existing concrete pavement, Bar B may be drilled and grouted in place, or may be inserted into fresh concrete.
7. Expansion and contraction joints shall be constructed to match pavement joints in all curbs and curb and gutter adjacent to jointed concrete pavement. Where placement of curb or curb and gutter is not adjacent to concrete pavement, expansion joints shall be provided at structures, curb returns at streets, and at locations directed by The Engineer.
8. Vertical and horizontal dowel bars and transverse reinforcing bars shall be placed at four feet C-C.
9. Dimension 'T' shown is the thickness of concrete pavement. When curb is installed adjacent to flexible pavement dimension 'T' is 8" maximum.
10. Usual profile grade line. Refer to typical sections and plan-profile sheets for exact locations.
11. One-half inch expansion joint material shall be provided where curb or curb and gutter is adjacent to sidewalk or riprap.
12. When horizontal permissible construction joints are used, the longitudinal pavement steel shall be placed in accordance with pavement details shown elsewhere in the plans. Reinforcing steel for curb section shall then conform to that required for concrete curb.
13. Bar B placement as needed (typically at four ft. C-C) to support curb reinforcing steel during concrete placement.



EXPANSION JOINT DETAIL

 Texas Department of Transportation	Design Division Standard
CONCRETE CURB AND CURB AND GUTTER	

DATE: 06-09-2024

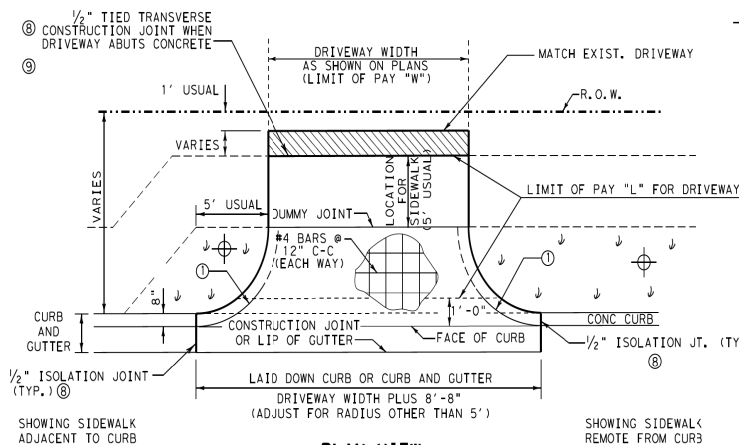
⑥ TxDOT: JUNE 2022

REVISIONS

DIN	TXDOT	C&A	AN	DMA	CS	C&A KM
0906	32	064				N/A
DIST		COUNTRY		SHEET N		
ODA		MIDLAND		68		

DISCLAIMER: THE USE OF THIS STANDARD IS GOVERNED BY THE "TEXAS ENGINEERING PRACTICE ACT". NO WARRANTY OF ANY KIND IS MADE BY TxDOT FOR ANY PURPOSE WHATSOEVER. TxDOT ASSUMES NO RESPONSIBILITY FOR THE CONVERSION OF THIS STANDARD TO SI UNITS. THE USER ASSUMES ALL LIABILITY FOR ANY ERRORS OR OMISSIONS RESULTING FROM ITS USE.

http://www.dot.state.tx.us/ftw/spec/info/standard.htm
7/6/2022 2:35:29 PM
#PATH#
P:\Groups\00-KATY\PROJECTS\TxDOT\16121\5_FTW_Standards_Revision\CADD\SWA\Standard Revisions\To TxDOT\FTW\CONCRETE DRIVEWAYS-01-01-2022.dwg



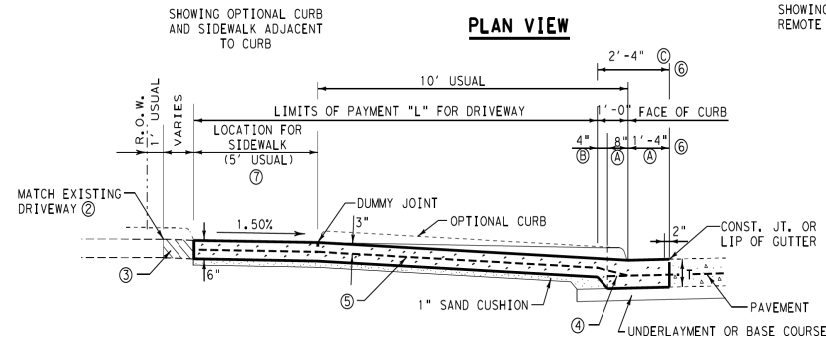
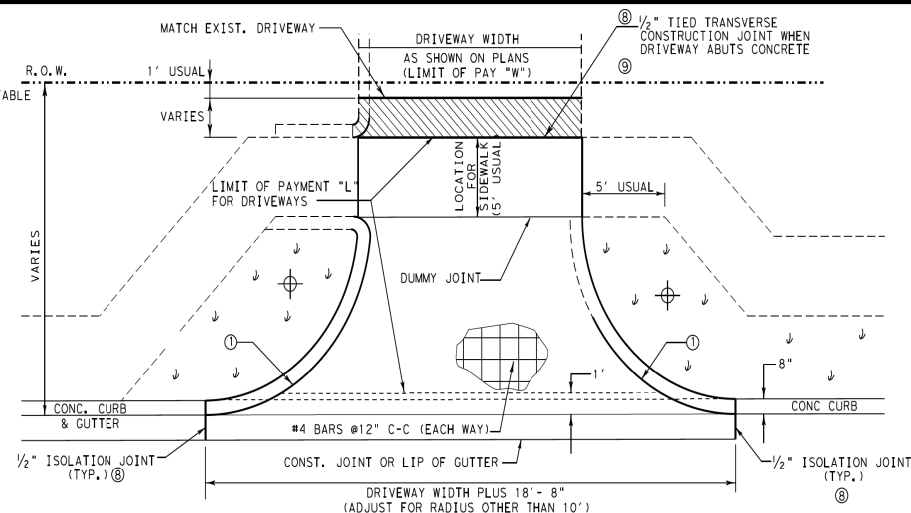
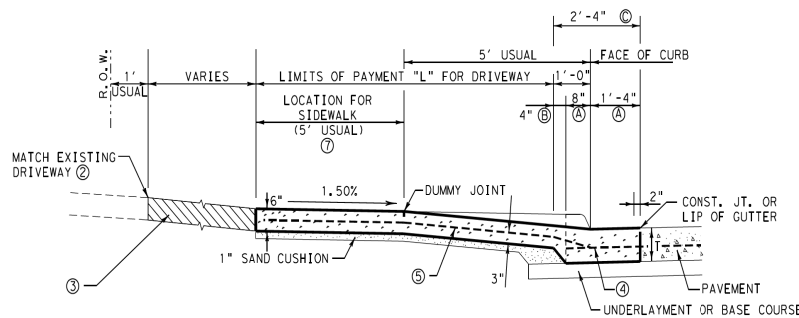
DO NOT PAVE AREA BETWEEN SIDEWALK AND DRIVEWAY CURB. SEED, SOD, OR LANDSCAPE AS DIRECTED.

SEEDING OR OTHER SURFACE NOT SUITABLE AS PEDESTRIAN WALKWAY.

PAY AREA FOR DRIVEWAY SHALL BE THE PRODUCT OF "L" x "W"

S.Y. NON-PAY CONCRETE IN DRIVEWAY RADIUS 2'-90'	NON-PAY CONC. (S.Y.)
5	0.42
10	3.04
15	10.73
20	15.36
25	29.81
30	37.19

- 1 RADII AS SHOWN ON PLANS
SEE ROADWAY DESIGN MANUAL, APPENDIX C FOR RECOMMENDED RADII.
- 2 FULL DEPTH SAW CUT IF CONCRETE



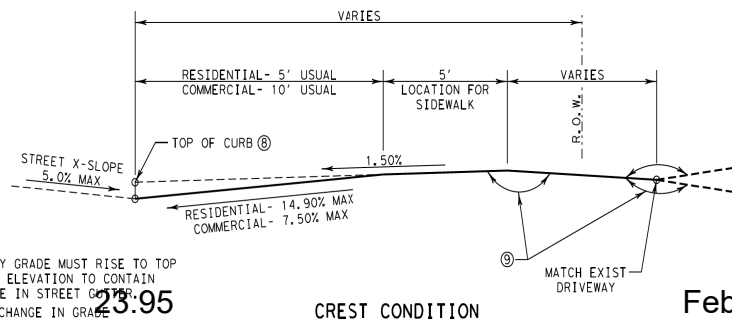
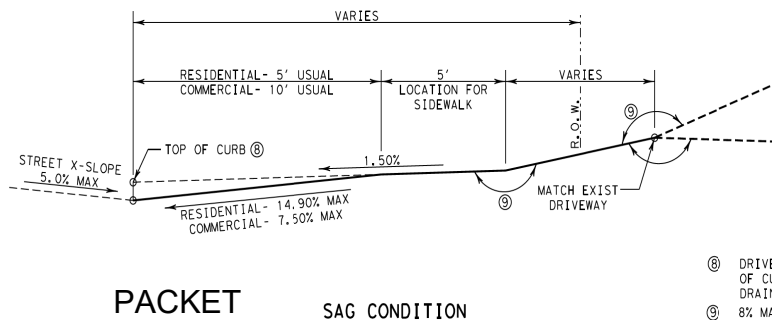
- 3 REPLACE EXISTING DRIVEWAY WITH EQUAL OR BETTER MATERIAL:
IF CONCRETE, PAY FOR AS CONCRETE DRIVEWAY.
IF HOT MIX OR OTHER MATERIAL, PAY FOR IN ACCORDANCE WITH APPROPRIATE BID ITEMS.

- 4 WHERE DRIVEWAY IS ADJACENT TO CONCRETE PAVEMENT, 36" - #4 TIE BAR, 12" EMBEDMENT INTO PAVEMENT (CAST-IN-PLACE OR DRILLED AND GROUTED). SPACING TO MATCH TRANSVERSE STEEL IN CONCRETE PAVEMENT.
MULTIPLE-PIECE TIE BARS OR 24" EXTENSION OF TRANSVERSE PAVING STEEL MAY BE USED IN LIEU OF TIE BARS.
LONGITUDINAL STEEL IN GUTTER PORTION TO MATCH CONCRETE PAVEMENT OR CONCRETE CURB AND GUTTER DETAILS.

- 5 #4 BARS @ 12" C-C EACH WAY (EXTEND TO FACE OF CURB) BEND AS REQ'D TO TIE TO PAVING STEEL OR TIE BARS.

- 6 IF ADJACENT TO CONCRETE PAVEMENT:
A PAID FOR AS CONCRETE PAVEMENT,
B PAID FOR AS CONCRETE CURB.
IF ADJACENT TO HOT MIX OR FLEXIBLE PAVEMENT:
C PAID FOR AS CONCRETE CURB AND GUTTER.
T = THICKNESS OF CONCRETE PAVEMENT OR CONCRETE CURB AND GUTTER

- 7 LOCATION FOR SIDEWALK TO BE PROVIDED ON ALL DRIVEWAYS
FOR SIDEWALK DETAILS, SEE STANDARD CSDW(FTW)
- 8 SEE STANDARD JS (FTW) FOR JOINT DETAILS.
- 9 IF, IN THE OPINION OF THE ENGINEER, ADJACENT CONCRETE IS NOT SOUND, 1/2" ISOLATION JOINT MAY BE USED IN LIEU OF TIED JOINT.



February 13, 2024

CONCRETE DRIVEWAY DETAILS CDD (FTW)

Fort Worth District Standard

STATE	STATE DIST. NO.	COUNTY
TEXAS	FTW	MIDLAND

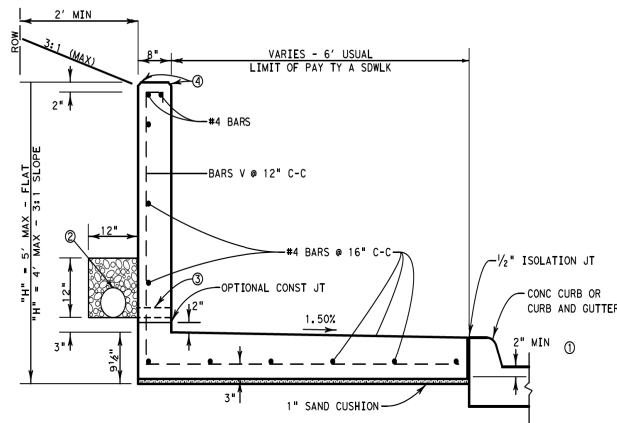
CON.	SECT.	JOB	HIGHWAY NO.
0906	32	064	N/A

PROJECT NO. SHEET 69

ALLOWABLE DRIVEWAY GRADES

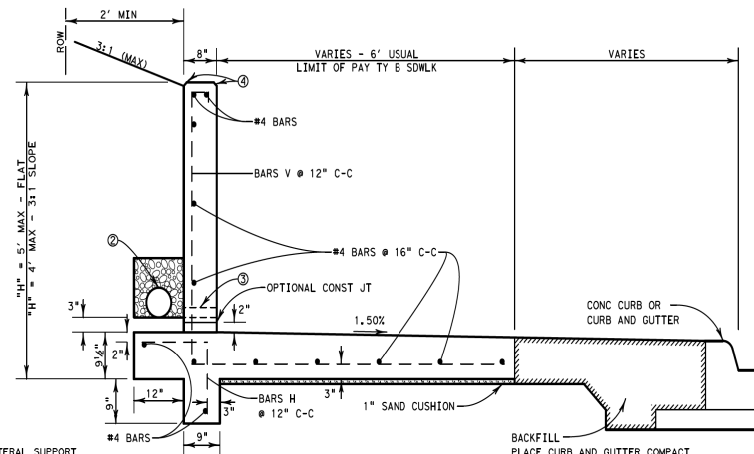
DISCLAIMER: THIS STANDARD IS GOVERNED BY THE "TEXAS ENGINEERING PRACTICE ACT". NO WARRANTY OF ANY KIND IS MADE BY TxDOT FOR ANY PURPOSE WHATSOEVER. TxDOT ASSUMES NO RESPONSIBILITY FOR THE CONVERSION OF THIS STANDARD TO OTHER FORMATS OR FOR INCORRECT RESULTS OR DAMAGES RESULTING FROM ITS USE.

https://www.dot.state.tx.us/ftw/specinfo/standard.htm
11/24/2020 10:41:22 AM
P:\PROJECTS\TXDOT161215 FTW Standards Revision\CADD\Modifications in Progress\CSWD-FTW.dgn



TYPE A SIDEWALK-ADJACENT TO CURB

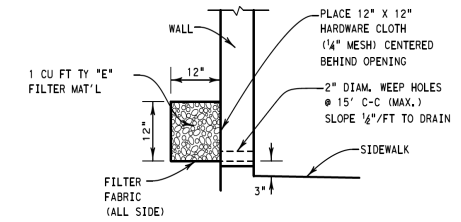
- 2" MINIMUM REQUIRED FOR LATERAL SUPPORT
- INSTALL 6" PIPE UNDERDRAIN (TY, 5, 6, 7, OR 8) ENTIRE LENGTH OF WALL. USE TY, "E" FILTER MATERIAL. SLOPE TO DRAIN AND CONNECT TO STORM DRAIN.
- IF, IN THE OPINION OF THE ENGINEER, USE OF UNDERDRAIN IS IMPRACTICAL, INSTALL WEEP HOLES AS SHOWN.
- 3/4" CHAMFER



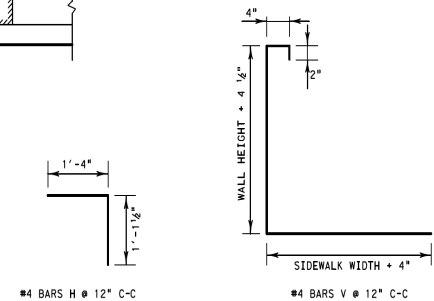
TYPE B SIDEWALK-REMOTE FROM CURB

SPECIAL CONCRETE SIDEWALK w/ INTEGRATED RETAINING WALL

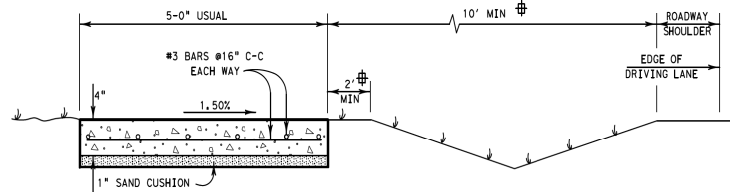
N. T. S.



WEEP HOLE DETAIL

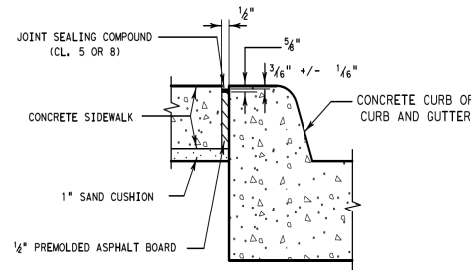


REINFORCING STEEL DETAILS



CONCRETE SIDEWALK
(ROADWAY W/O CURB)

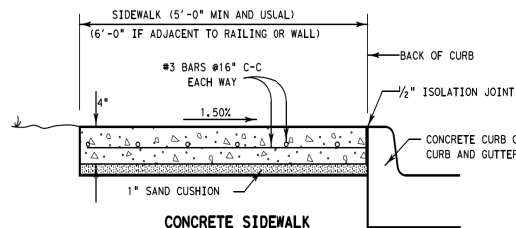
SIDEWALK TO BE 10' MIN. FROM EDGE OF SHOULDER OR 2' MIN. FROM TOP OF DITCH BACK SLOPE, WHICHEVER IS GREATER (10' MIN. FROM EDGE OF SHOULDER IF NO DITCH.)



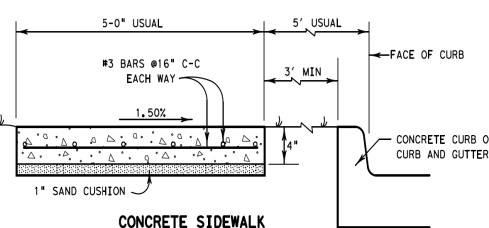
1/2" ISOLATION JOINT
(SIDEWALK ADJACENT TO CURB)

GENERAL NOTES:

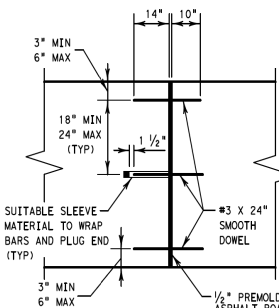
- ALL CONCRETE SHALL BE CLASS "C".
- ALL REINFORCING STEEL SHALL BE GRADE 60, # 4 BARS UNLESS OTHERWISE INDICATED.
- SEE PLAN SHEETS FOR LOCATIONS OF SIDEWALKS AND RETAINING WALLS.
- LONGITUDINAL SLOPE OF SIDEWALKS SHALL NOT EXCEED 5% EXCEPT IN CASES WHERE THE ADJACENT ROADWAY SLOPE EXCEEDS 5%. IF ROADWAY SLOPE EXCEEDS 5%, LONGITUDINAL SLOPE OF SIDEWALK MAY MATCH THAT OF ROADWAY.
- IF SIDEWALK WIDTH IS LESS THAN 5', PROVIDE 5' X 5' PASSING AREAS AT INTERVALS NOT TO EXCEED 200' SPACING.
- RETAINING WALL WILL BE SUBSIDIARY TO THE ITEM, "CONC SIDEWALKS (SPECIAL) (TYPE A)" OR "CONC SIDEWALKS (SPECIAL) (TYPE B)", WITH LIMITS OF PAY AS SHOWN.
- SURFACE TREATMENT OF RETAINING WALL FACE DETAILED ELSEWHERE IN THE PLANS.
- SEE PED STANDARDS FOR TREATMENT AT INTERSECTIONS AND CROSSWALKS.



CONCRETE SIDEWALK
(ADJACENT TO CURB)



CONCRETE SIDEWALK
(REMOTE FROM CURB)



TRANSVERSE EXPANSION JOINT

February 13, 2024

PACKET

CONCRETE SIDEWALK DETAILS

N. T. S.

23.96

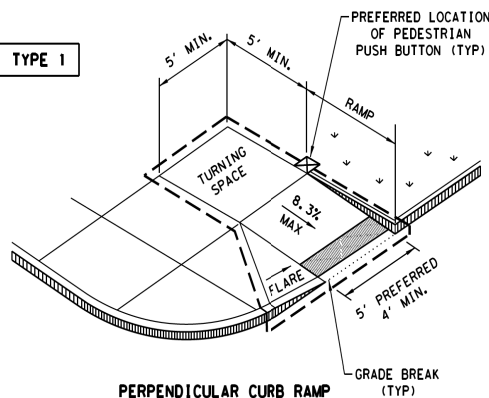
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 Texas Department of Transportation		Fort Worth District Standard	
CONCRETE SIDEWALK DETAILS CSWD (FTW)			
REVISIONS		PROJECT NO.	SHEET NO.
05/2019 11/2020	NEW STANDARD REVISE JOINT NOMENCLATURE, REVISE ALLOWABLE SEALANT TYPES	STATE TEXAS	STATE FTW
		COUNTY MIDLAND	
		CONT. 0906	SECT. 32
		JOB 064	HIGHWAY NO. N/A

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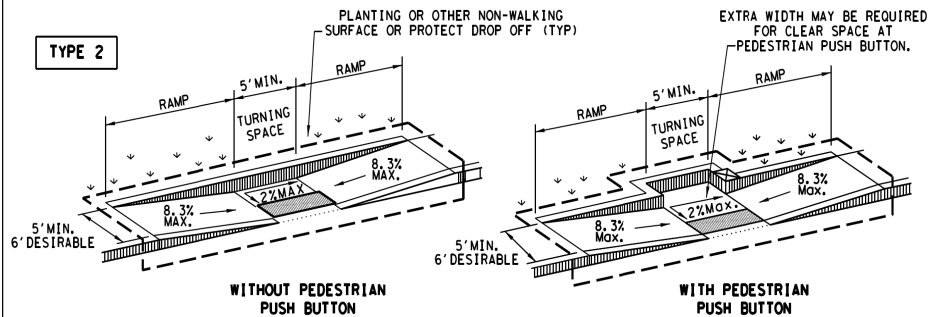
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TYPE 1



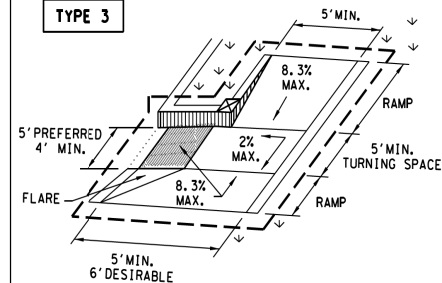
PERPENDICULAR CURB RAMP

TYPE 2

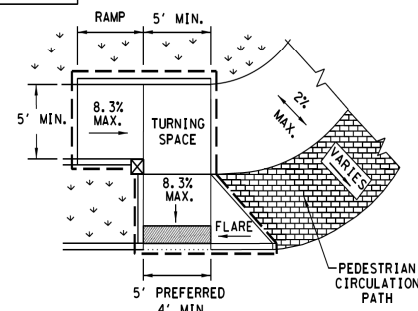


PARALLEL CURB RAMP

TYPE 3

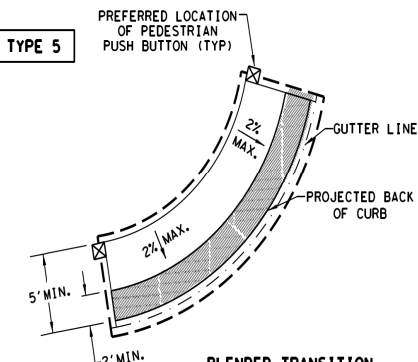


TYPE 6



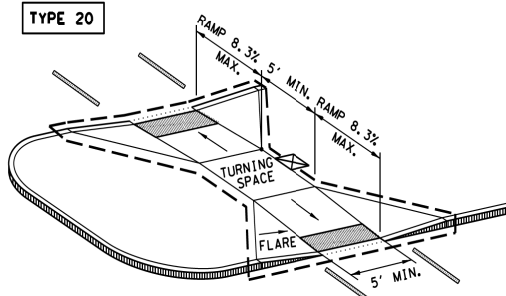
COMBINATION CURB RAMPS

TYPE 5



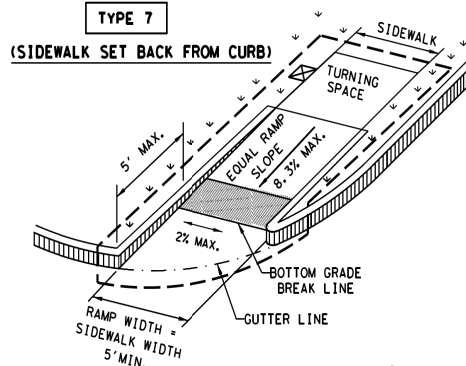
BLENDED TRANSITION
(FLUSH LANDING)

TYPE 20

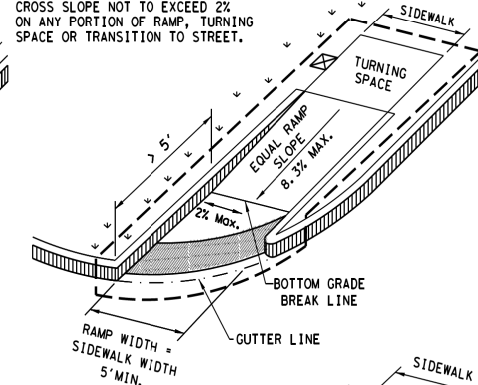


CURB RAMPS AT MEDIAN ISLANDS

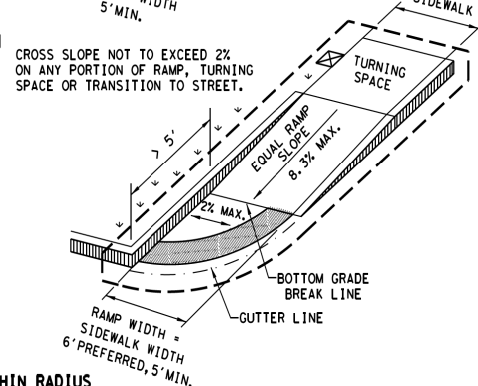
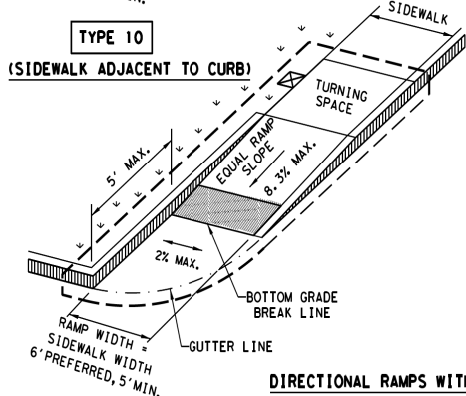
TYPE 7



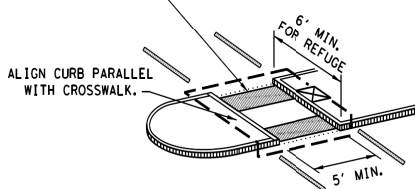
DIRECTIONAL RAMPS WITHIN RADIUS



TYPE 10



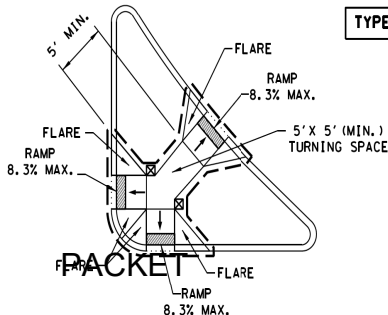
INSTALL DETECTABLE WARNING SURFACE AT EACH END OF THE CUT-THROUGH RAMP WITH A MINIMUM 2' USUAL SIDEWALK SURFACE BETWEEN. IF MEDIAN IS LESS THAN 6' WIDE, ELIMINATE DETECTABLE WARNING SURFACES.



NOTE: CURB DETAILS ARE SHOWN ELSEWHERE IN THE PLANS.

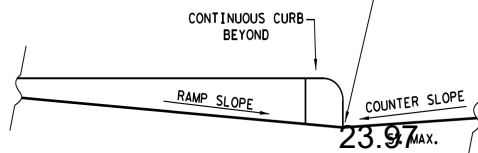
TYPE 21

TYPE 22



COMBINATION ISLAND RAMPS

BOTTOM GRADE BREAK OF CURB RAMP WILL NORMALLY BE AT GUTTER LINE. SURFACE SLOPES AT GRADE BREAKS SHALL BE FLUSH.



TYPICAL SECTION OF PERPENDICULAR CURB RAMP AT CONNECTION TO ROADWAY

NOTES / LEGEND:

SEE GENERAL NOTES ON SHEET 2 OF 4 FOR MORE INFORMATION.

Denotes planting or non-walking surface not part of pedestrian circulation path.

Detectable warning surface

Denotes preferred location of pedestrian push button if applicable.



GUTTER LINE

GRADE BREAK

RAMP LIMITS OF PAYMENT

SHEET 1 OF 4



PEDESTRIAN FACILITIES
CURB RAMPS

PED-18

February 13, 2024

FILE: D:\000000\45715\009 PM\CADD\Sheets\XC-DTLs-PED18-01-45715-009.dgn	DWG: TxDOT	DWG: VP	CHK: KM	CHK: PK & JC
CONT	SECT	JOB	REVISIONS	REVISIONS
0906	32	064	N/A	N/A
DIST	COUNTY	SHEET NO.		
ODA	MIDLAND	71		

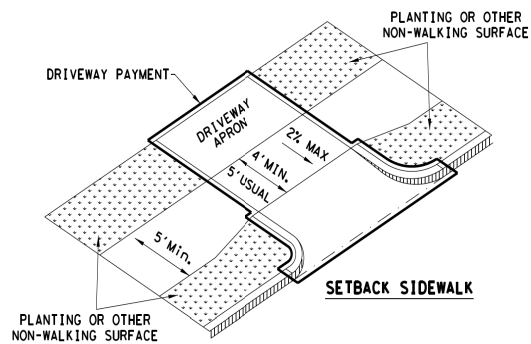
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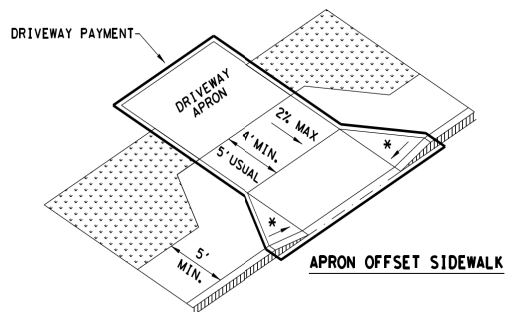
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PROJECT # 45715 OFFICE:MLO
TIME: 3:52:13 PM

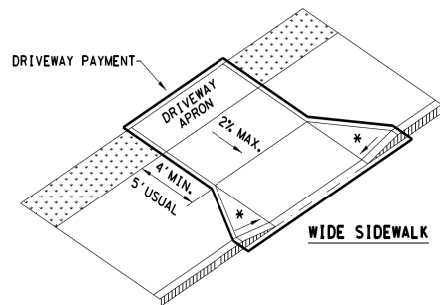
SIDEWALK TREATMENT AT DRIVEWAYS



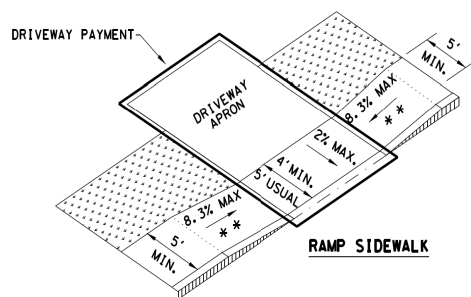
SETBACK SIDEWALK



APRON OFFSET SIDEWALK



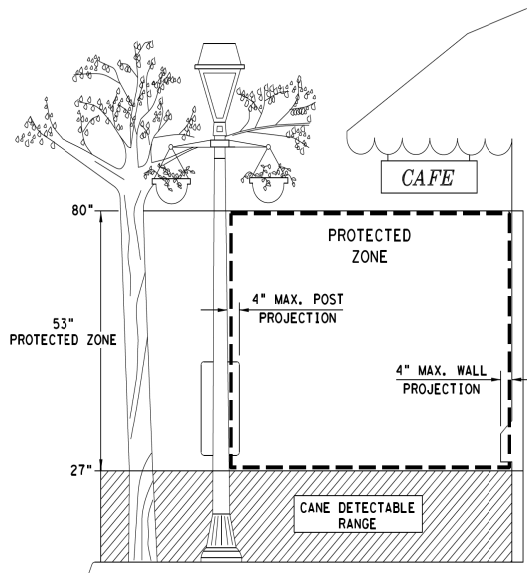
WIDE SIDEWALK



RAMP SIDEWALK

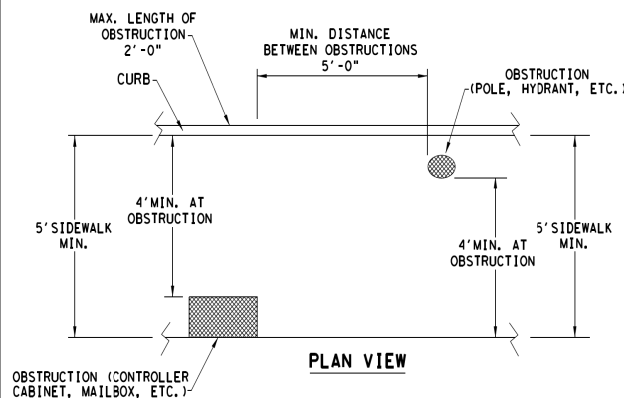
NOTES:
WHERE DRIVEWAYS CROSS THE PEDESTRIAN ROUTE, SIDES SHALL BE FLARED AT 10% MAX SLOPE.

** IF CURB HEIGHT IS GREATER THAN 6 INCHES, USE GRADE LESS THAN OR EQUAL TO 5%. HANDRAIL AND DETECTABLE WARNING ARE NOT REQUIRED.



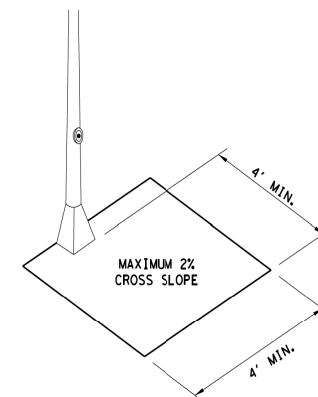
PROTECTED ZONE

NOTE: IN PEDESTRIAN CIRCULATION AREA, MAXIMUM 4" PROJECTION FOR POST OR WALL MOUNTED OBJECTS BETWEEN 27" AND 80" ABOVE THE SURFACE.

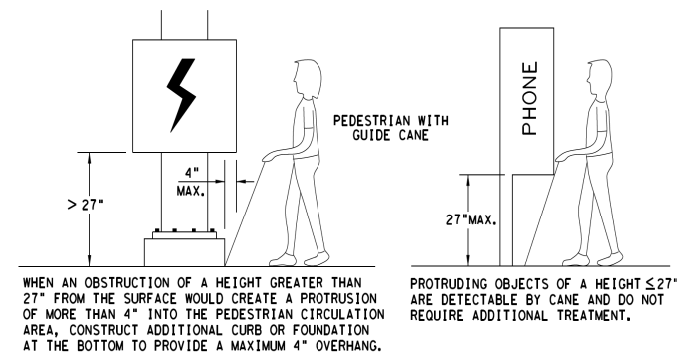


PLAN VIEW
PLACEMENT OF STREET FIXTURES

NOTE: ITEMS NOT INTENDED FOR PUBLIC USE. MINIMUM 4' X 4' CLEAR GROUND SPACE REQUIRED AT PUBLIC USE FIXTURES.



CLEAR SPACE ADJACENT TO PEDESTRIAN PUSH BUTTON



DETECTION BARRIER FOR VERTICAL CLEARANCE < 80'

SHEET 3 OF 4

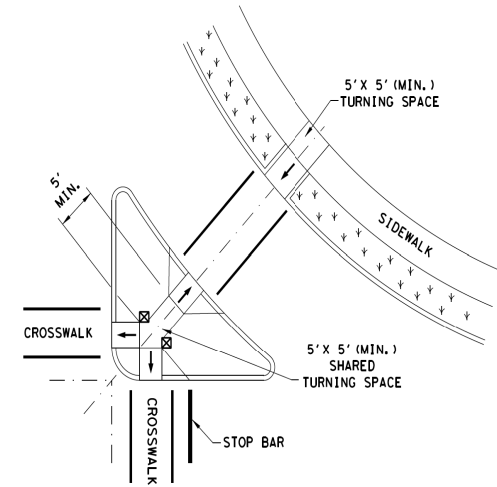
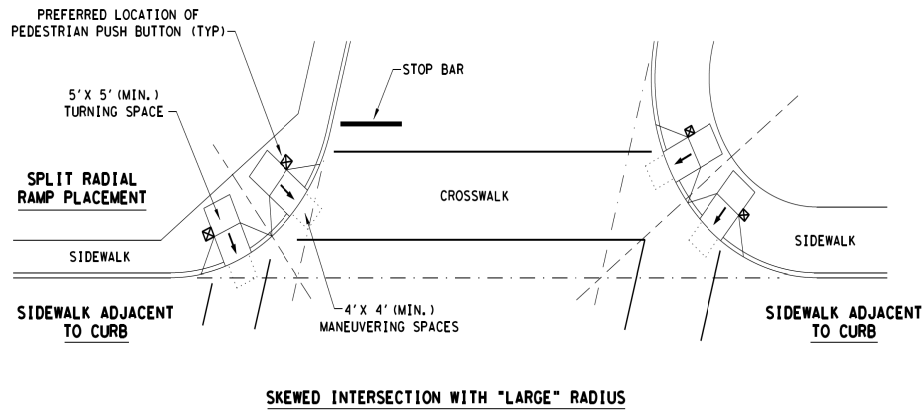
Texas Department of Transportation		Design Division Standard	
PEDESTRIAN FACILITIES			
CURB RAMPS			
PED-18			
February 13, 2024			
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ODA	MIDLAND	SHEET NO. 73	

23.99

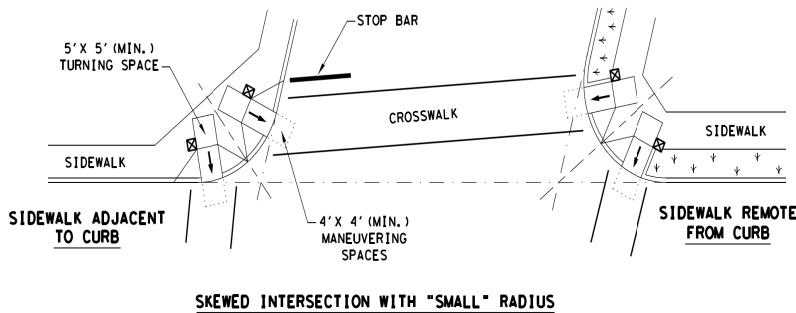
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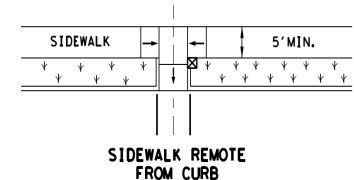
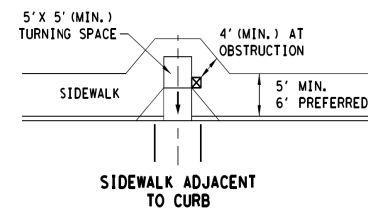
TYPICAL CROSSING LAYOUTS
SEE SHEET 1 OF 4 FOR DETAILS AND DIMENSIONS



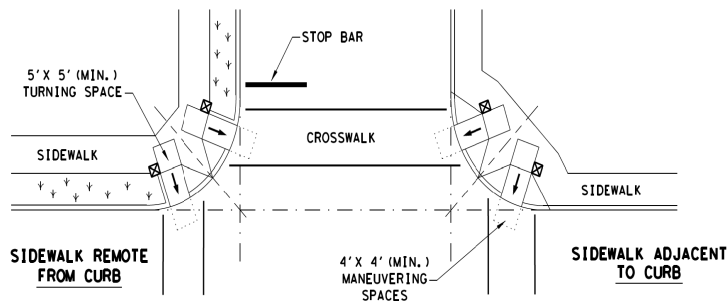
AT INTERSECTION
W/FREE RIGHT TURN & ISLAND



SKEWED INTERSECTION WITH "SMALL" RADIUS



MID-BLOCK PLACEMENT
PERPENDICULAR RAMP



NORMAL INTERSECTION WITH "SMALL" RADIUS

LEGEND:

SHOWS DOWNWARD SLOPE. →

DENOTES PREFERRED LOCATION OF PEDESTRIAN
PUSH BUTTON (IF APPLICABLE). ☒

DENOTES PLANTING OR NON-WALKING SURFACE,
NOT PART OF PEDESTRIAN CIRCULATION PATH. ~~~~

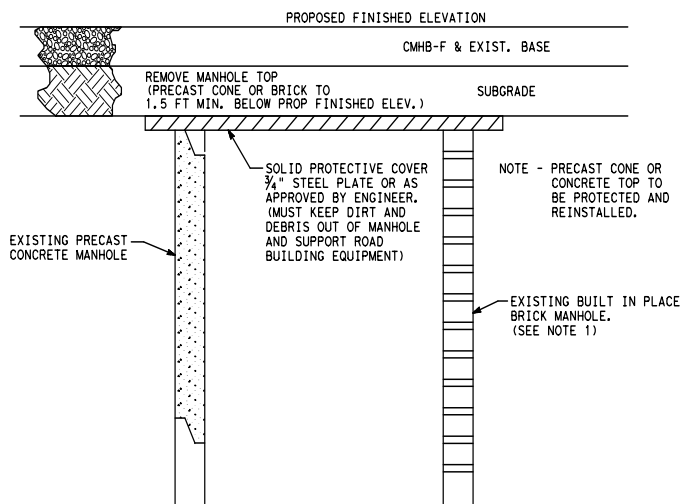
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23.100

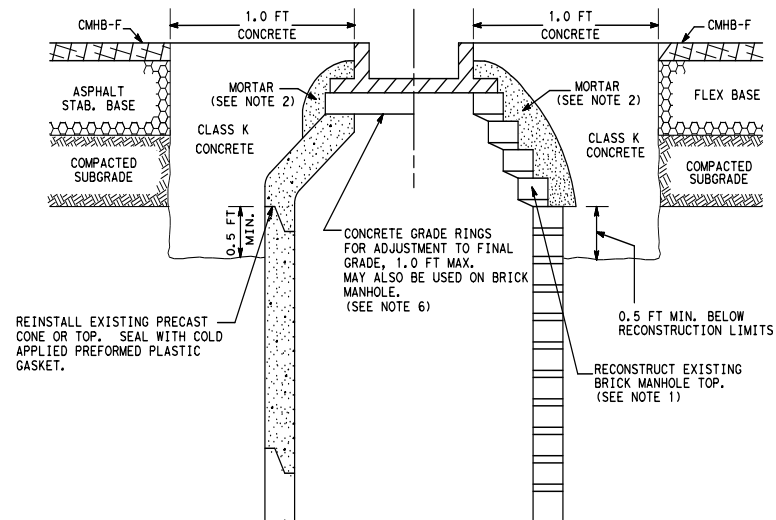
PED-18
February 13, 2024

SHEET 4 OF 4

		Design Division Standard	
PEDESTRIAN FACILITIES CURB RAMPS			
PED-18			
FILE: PED18-04			
CONT	SECT	JOB	ROADWAY
0906	32	064	N/A
DIST		COUNTY	SHEET NO.
ODA		MIDLAND	74



DETAIL 1
MANHOLE TOP REMOVED



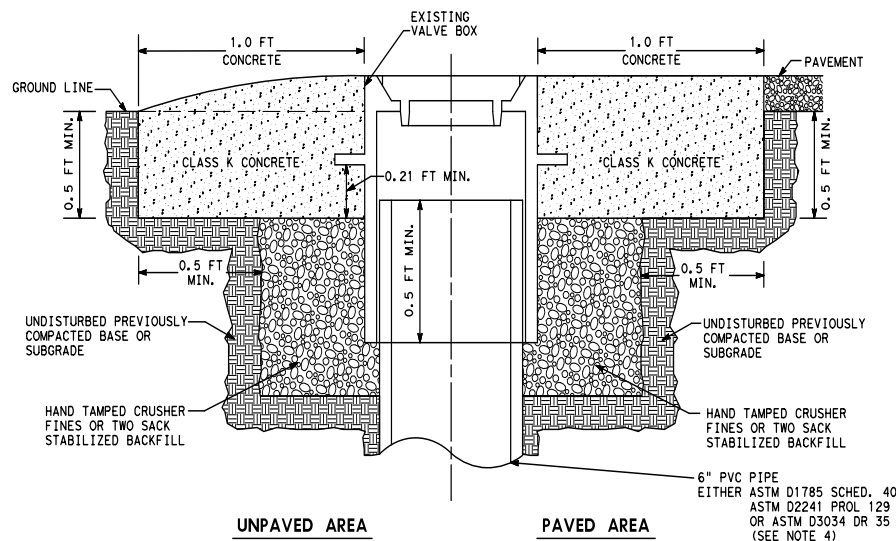
DETAIL 2
MANHOLE TOP REINSTALLED

MANHOLE ADJUSTMENTS

LOCATIONS FOUND ON PLAN-PLAN SHEETS

NOTES:

1. MANHOLE BRICK TO BE NO. 1 COMMON BRICK - ASTM C-31 GRADE AM.
2. MORTAR ASTM C-150 TYPE 1 AND 3 PARTS WASHED SAND, ONE-THIRD OF 1 PART OF HYDRATED LIME MAY BE ADDED TO MORTAR.
3. ALL CONCRETE IS TO BE PROPERLY CONSOLIDATED.
4. WORK MAY REQUIRE ADDING PVC PIPE WHEN ADJUSTING WATER VALVE BOX TO PAVEMENT GRADE. IF ADDITIONAL PIPE IS REQUIRED, USE BELL SECTION WITH GASKET AND SET BELL DOWN OVER EXISTING PIPE RISER. A GASKETED SELF-CENTERING COLLAR MAY BE USED IN LIEU OF THE BELL SECTION. ANY ADDITIONAL PVC PIPE REQUIRED SHALL BE SUBSIDIARY TO ADJUSTING WATER VALVES ITEM.
5. GRADE RINGS SHALL MEET STANDARD ASTM C478 AND SHALL BE OF 2", 4", 6" THICKNESS AS REQUIRED TO MATCH SITE CONDITIONS.



UNPAVED AREA
PAVED AREA
23.101
DETAIL FOR ADJUSTING VALVE BOX

LOCATIONS FOUND ON PLAN-PLAN SHEETS

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NO.	REVISION	BY	DATE



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LUBBOCK, TX 79423
TBP&S ENGINEERING FIRM #312

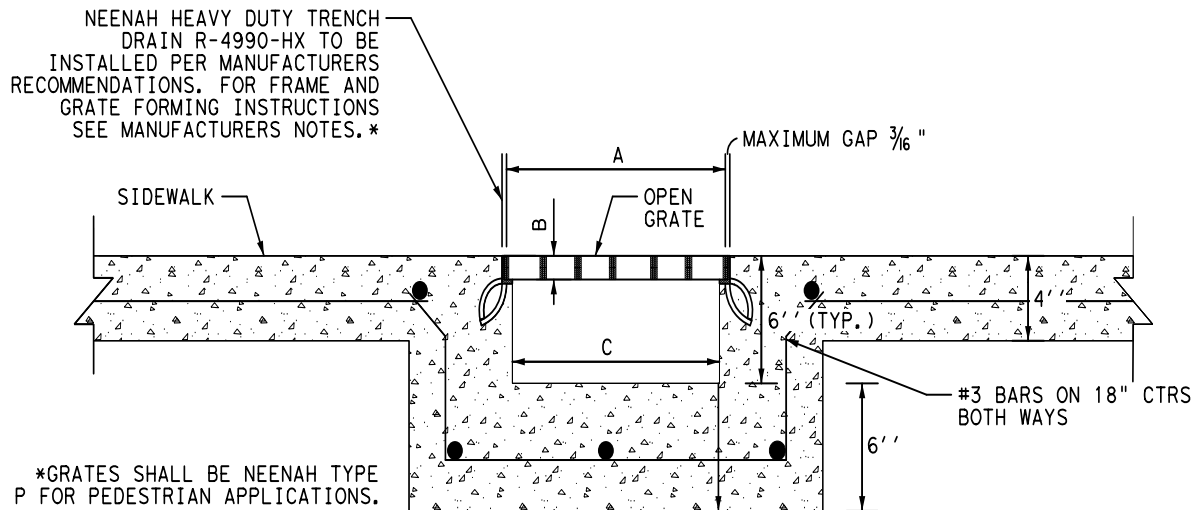


W TEXAS AVE AND W ILLINOIS AVE
PEDESTRIAN SAFETY IMPROVEMENTS
MANHOLE & VALVE BOX DETAILS

SCALE: NONE		Sheet 1 of 1	
DESIGN	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
HALFF	X	*	N/A
CHECK	STATE	DISTRICT	COUNTY
DMS	TEXAS	ODA	MIDLAND
CHECK	CONTROL	SECTION	JOB
JTH	0906	32	064

February 13, 2024

75



8" TRENCH DRAIN:
A = 10 INCHES
B = 1 1/2 INCHES
C = 8 INCHES

18" TRENCH DRAIN:
A = 20 INCHES
B = 1 1/2 INCHES
C = 18 INCHES

TRENCH DRAIN DETAIL N. T. S.

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23.102

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TPELS ENGINEERING FIRM #312

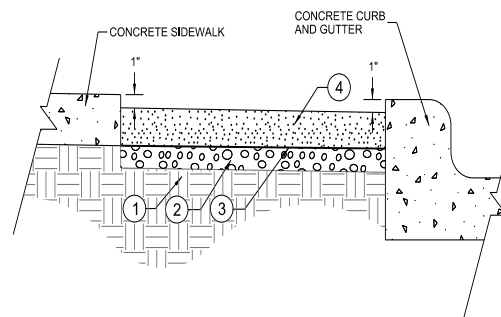
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PEDESTRIAN SAFETY IMPROVEMENTS

TRENCH DRAIN DETAILS

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DESIGN	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.	
HALFF	X	*	N/A	
CHECK	STATE	DISTRICT	COUNTY	SHEET NO.
DMS	TEXAS	ODA	MIDLAND	
JTH	0906	32	064	76

February 13, 2024



DECOMPOSED GRANITE DETAIL
N.T.S.

KEY:

- ① COMPACTED SUBGRADE TO 95% MAX. DENSITY.
- ② 2" THICK TY A GRADE 1-2 FLEX BASE
- ③ FILTER FABRIC.
- ④ 4" DEPTH #2 SIEVE DECOMPOSED GRANITE, WET AND COMPACTED TO 3" DEPTH. SLOPE TO DRAIN.

NOTES:

- 1) DECOMPOSED SURFACES SHALL BE WETTED AND COMPACTED TO FORM A STABLE, FIRM AND SLIP RESISTANT SURFACE WHEN DRY.
- 2) DECOMPOSED GRANITE SHALL BE #2 SIEVE; COLOR TAN. CONTRACTOR TO SUBMIT SAMPLE FOR APPROVAL.
- 3) PAYMENT FOR DECOMPOSED GRANITE SHALL INCLUDE FILTER FABRIC AND FLEX BASE

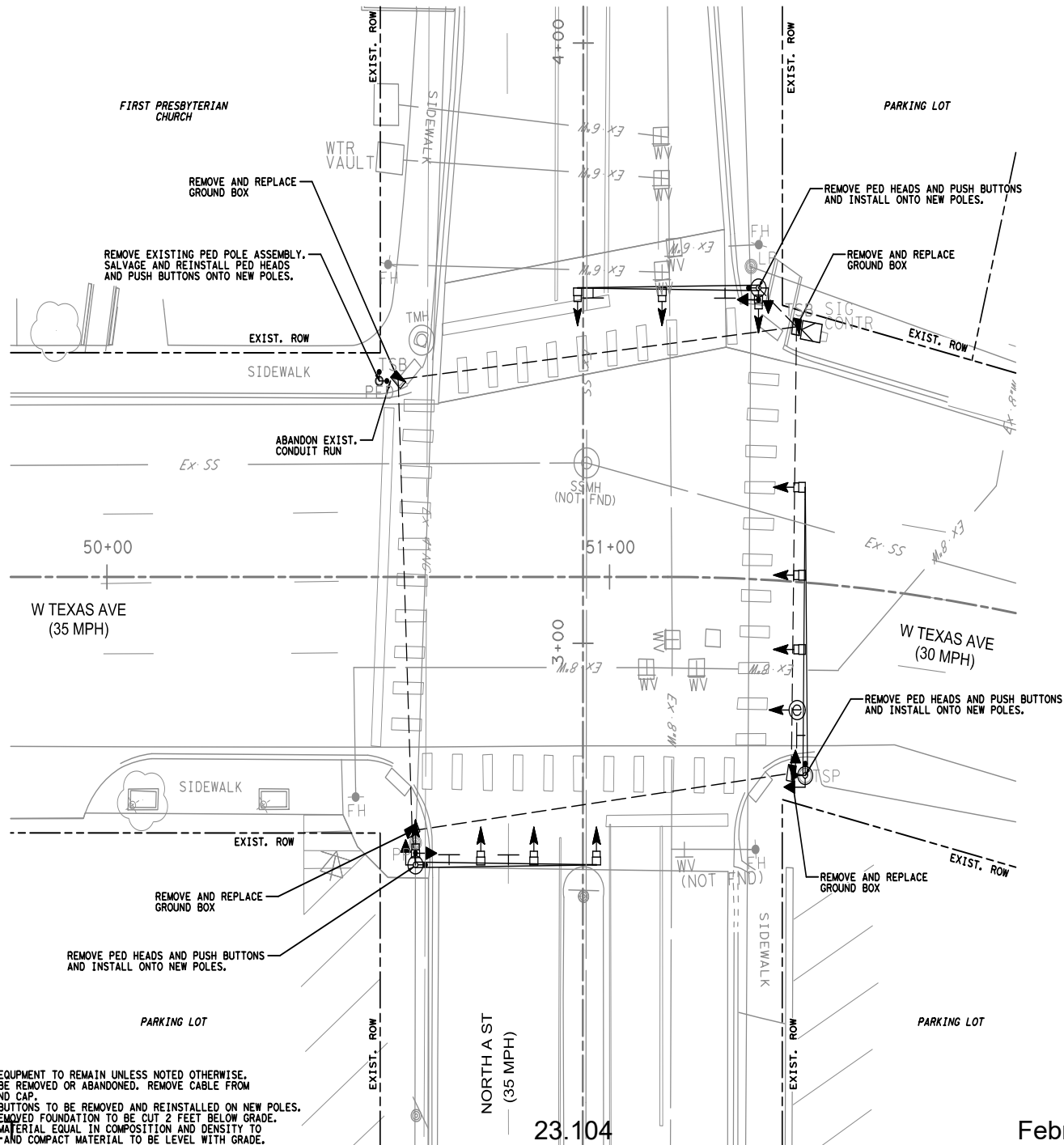
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W TEXAS AVE AND W ILLINOIS AVE PEDESTRIAN SAFETY IMPROVEMENTS DECOMPOSED GRANITE DETAIL			
SCALE: NONE		Sheet 1 of 1	
DESIGN HALFF	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
CHECKS HALFF	STATE	DISTRICT	COUNTY
CHECK DMS	TEXAS	ODA	MIDLAND
CHECK JTH	CONTROL	SECTION	JOB
	0906	32	064
			77

February 13, 2024

- NOTES:
- 1) ALL EXISTING SIGNAL EQUIPMENT TO REMAIN UNLESS NOTED OTHERWISE.
 - 2) EXISTING CONDUIT TO BE REMOVED OR ABANDONED. REMOVE CABLE FROM ABANDONED CONDUITS AND CAP.
 - 3) ALL PEDESTRIAN PUSH BUTTONS TO BE REMOVED AND REINSTALLED ON NEW POLES.
 - 4) WHEN POLE IS TO BE REMOVED FOUNDATION TO BE CUT 2 FEET BELOW GRADE. BACKFILL POLE WITH MATERIAL EQUAL IN COMPOSITION AND DENSITY TO SURROUNDING AREA AND COMPACT MATERIAL TO BE LEVEL WITH GRADE. CONTRACTOR SHALL PROTECT ALL EXISTING TREES, FENCES, SIGNS, UTILITIES, RETAINING WALLS, AND STRUCTURES UNLESS OTHERWISE NOTED.



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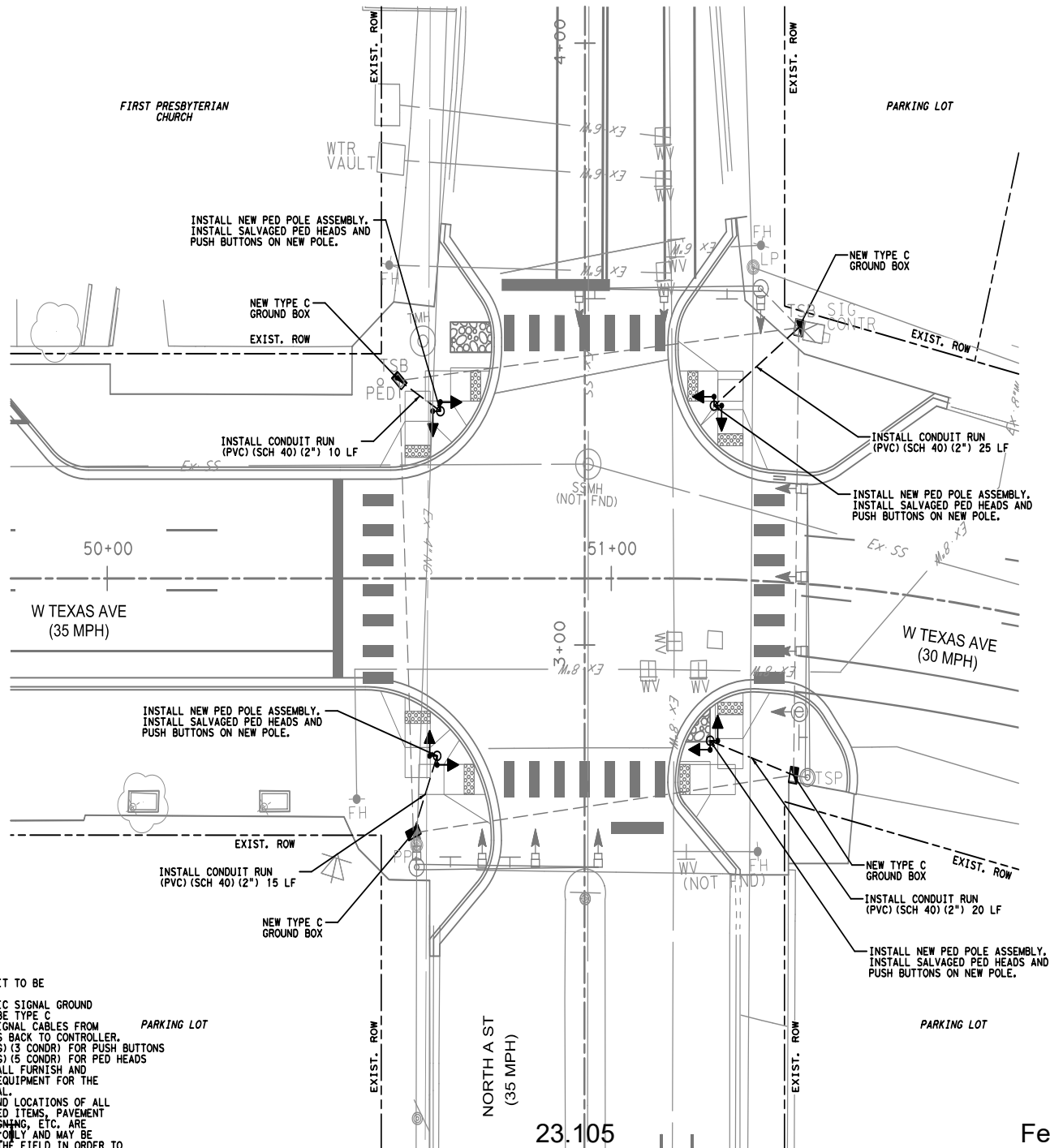
NO.	REVISION	BY	DATE



W TEXAS AVE AND W ILLINOIS AVE
PEDESTRIAN SAFETY IMPROVEMENTS
SIGNAL REMOVAL PLAN
W TEXAS AVE AND NORTH A ST

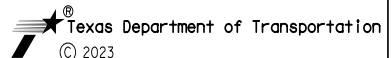
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CHECK HALFF	STATE	DISTRICT	COUNTY
CHECK DMS	TEXAS	ODA	MIDLAND
CHECK JTH	0906	32	064
February 13, 2024			78

- NOTES:
- 1) ALL NEW CONDUIT TO BE SCHEDULE 40.
 - 2) ALL NEW TRAFFIC SIGNAL GROUND BOXES SHALL BE TYPE C.
 - 3) INSTALL NEW SIGNAL CABLES FROM NEW PED POLES BACK TO CONTROLLER. (TY A) (14 AWG) (3 COND) FOR PUSH BUTTONS (TY A) (14 AWG) (5 COND) FOR PED HEADS.
 - 4) CONTRACTOR SHALL FURNISH AND INSTALL ALL EQUIPMENT FOR THE TRAFFIC SIGNAL.
 - 5) ALL HEIGHTS AND LOCATIONS OF ALL SIGNAL RELATED ITEMS, PAVEMENT MARKINGS, SIGNING, ETC. ARE TO BE FIELD ADJUSTED IN ORDER TO ACCOMMODATE FIELD CONDITIONS AND TO ACHIEVE THE BEST POSSIBLE CONFIGURATION AS DIRECTED BY THE TRAFFIC ENGINEER.



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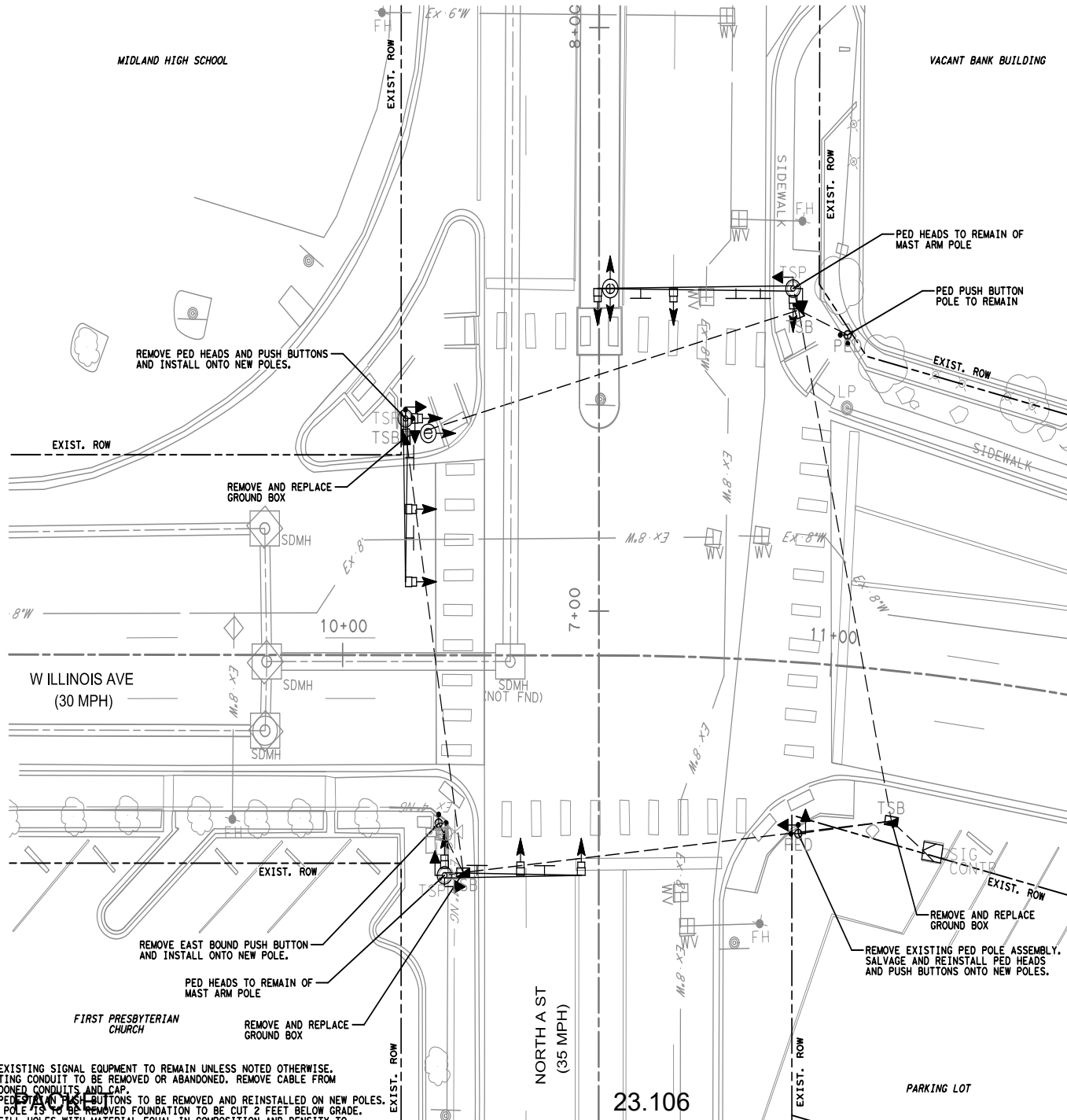
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W TEXAS AVE AND W ILLINOIS AVE
PEDESTRIAN SAFETY IMPROVEMENTS
PROPOSED SIGNAL PLAN
W TEXAS AVE AND NORTH A ST

SCALE: 1" = 20'			Sheet 2 of 4	
DESIGN HALFF	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.		HIGHWAY NO.
CHECK DMS	STATE	DISTRICT	COUNTY	SHEET NO.
CHECK JTH	TEXAS	ODA	MIDLAND	
	CONTROL	SECTION	JOB	
	0906	32	064	79

February 13, 2024



- NOTES:
- 1) ALL EXISTING SIGNAL EQUIPMENT TO REMAIN UNLESS NOTED OTHERWISE.
 - 2) EXISTING CONDUIT TO BE REMOVED OR ABANDONED. REMOVE CABLE FROM ABANDONED CONDUITS AND CAP.
 - 3) ALL PED HEADS AND PUSH BUTTONS TO BE REMOVED AND REINSTALLED ON NEW POLES. BACKFILL HOLES WITH MATERIAL EQUAL IN COMPOSITION AND DENSITY TO SURROUNDING THE AREA AND COMPACT MATERIAL TO BE LEVEL WITH GRADE.
 - 4) WHEN POLE IS TO BE REMOVED FOUNDATION TO BE CUT 2 FEET BELOW GRADE.
 - 5) CONTRACTOR SHALL PROTECT ALL EXISTING TREES, FENCES, SIGNS, UTILITIES, RETAINING WALLS, AND STRUCTURES UNLESS OTHERWISE NOTED.

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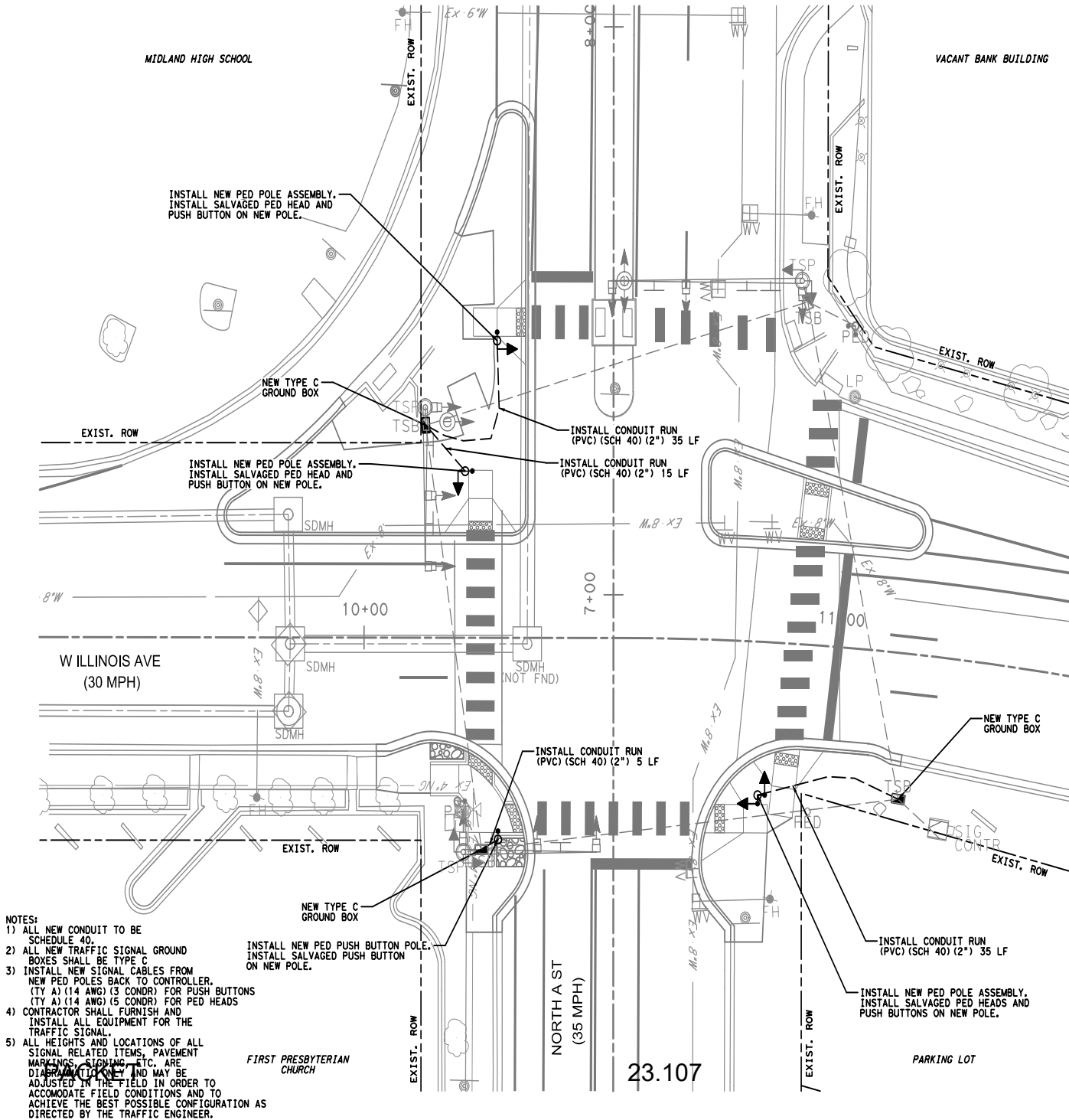
NO.	REVISION	BY	DATE



W TEXAS AVE AND W ILLINOIS AVE
PEDESTRIAN SAFETY IMPROVEMENTS

SIGNAL REMOVAL PLAN
W ILLINOIS AVE AND NORTH A ST

SCALE: 1" = 20'	Sheet 3 of 4		
DESIGN HALFF	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
CHECK HALFF	STATE	DISTRICT	COUNTY
CHECK DMS	TEXAS	ODA	MIDLAND
CHECK JTH	0906	32	064
February 13, 2024			80



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TBEELS ENGINEERING FIRM #512

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W TEXAS AVE AND W ILLINOIS AVE
PEDESTRIAN SAFETY IMPROVEMENTS

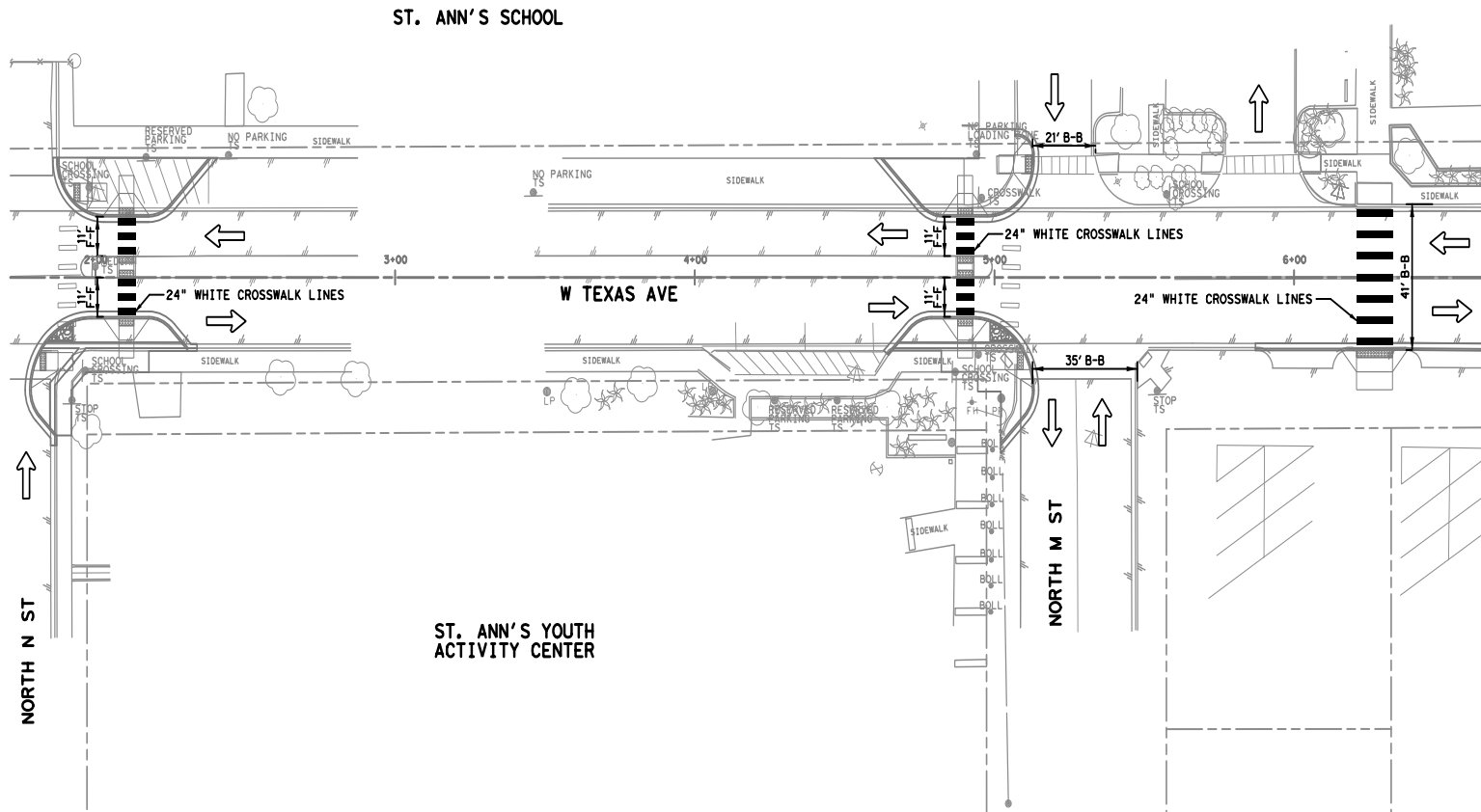
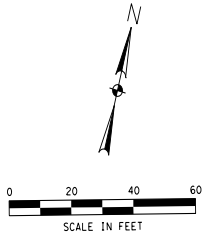
PROPOSED SIGNAL PLAN
W ILLINOIS AVE AND NORTH A ST

SCALE: 1" = 20' Sheet 4 of 4

DESIGN	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
HALFF	X	*	N/A

CHECK	STATE	DISTRICT	COUNTY	SHEET NO.
DMS	TEXAS	ODA	MIDLAND	81
JTH	0906	32	064	

1/5/2024 S:\25000\45715\009 PW\CADD\Sheets\C-PLAN-SGNL-PROP-02-45715-009.dgn



LEGEND
→ TRAFFIC FLOW ARROW
NOT A PAVEMENT MARKING

NOTE:
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PEDESTRIAN SAFETY IMPROVEMENTS
PAVEMENT MARKINGS AND SIGNAGE
W TEXAS AVE

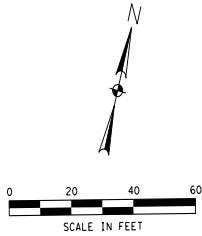
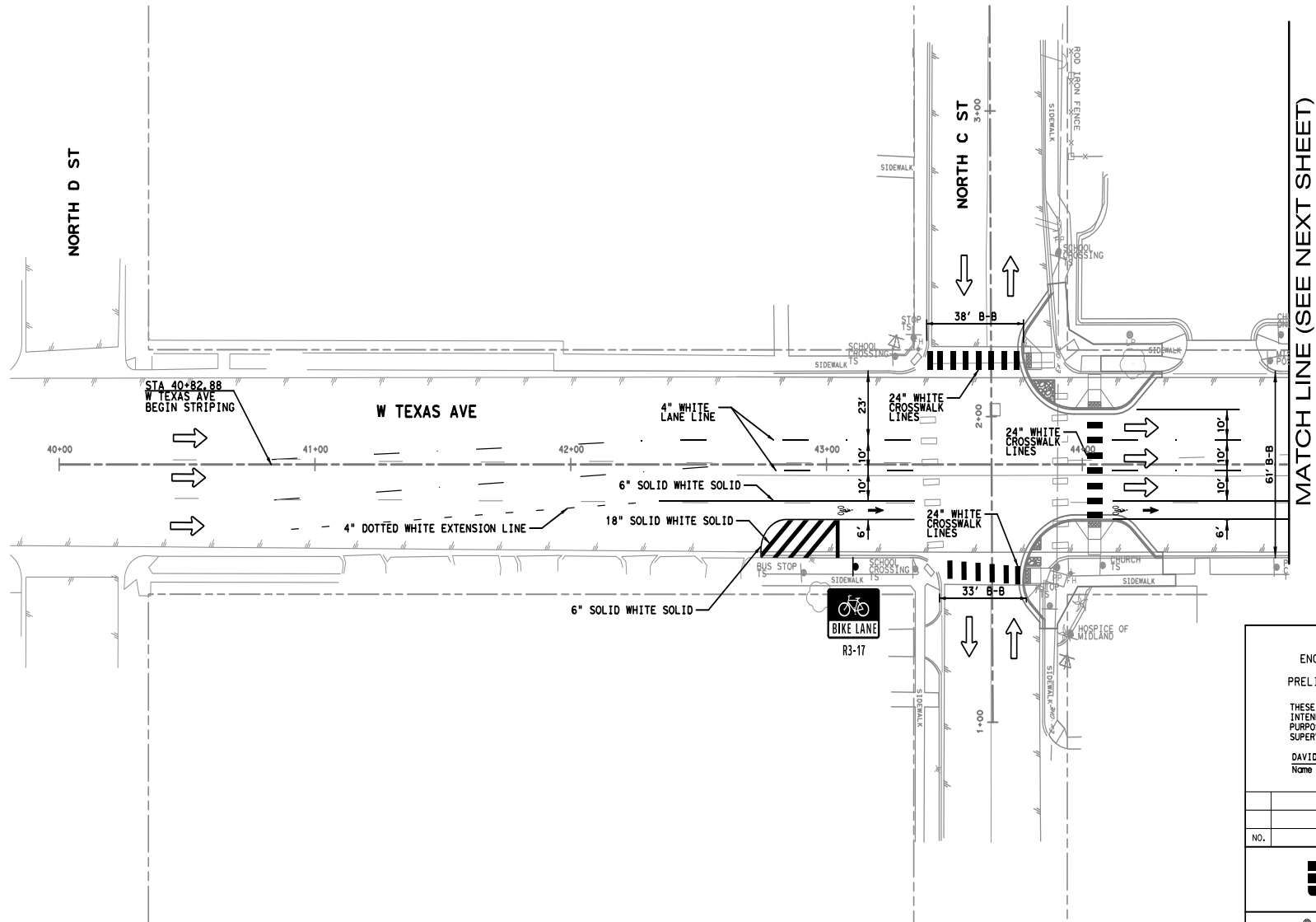
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CHECK DMS	STATE	COUNTY	SHEET NO.
CHECK JTH	CONTROL	SECTION	JOB
	0906	32	064

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23.108

February 13, 2024

82



LEGEND
➡ TRAFFIC FLOW ARROW
— NOT A PAVEMENT MARKING

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MATCH LINE (SEE NEXT SHEET)

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PEDESTRIAN SAFETY IMPROVEMENTS

PAVEMENT MARKINGS AND SIGNAGE
W TEXAS AVE

SCALE: 1"= 40'	Sheet 2 of 10		
DESIGN HALFF	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
CHECK HALFF	STATE	COUNTY	SHEET NO.
CHECK DMS	TEXAS	ODA	MIDLAND
CHECK JTH	0906	32	064

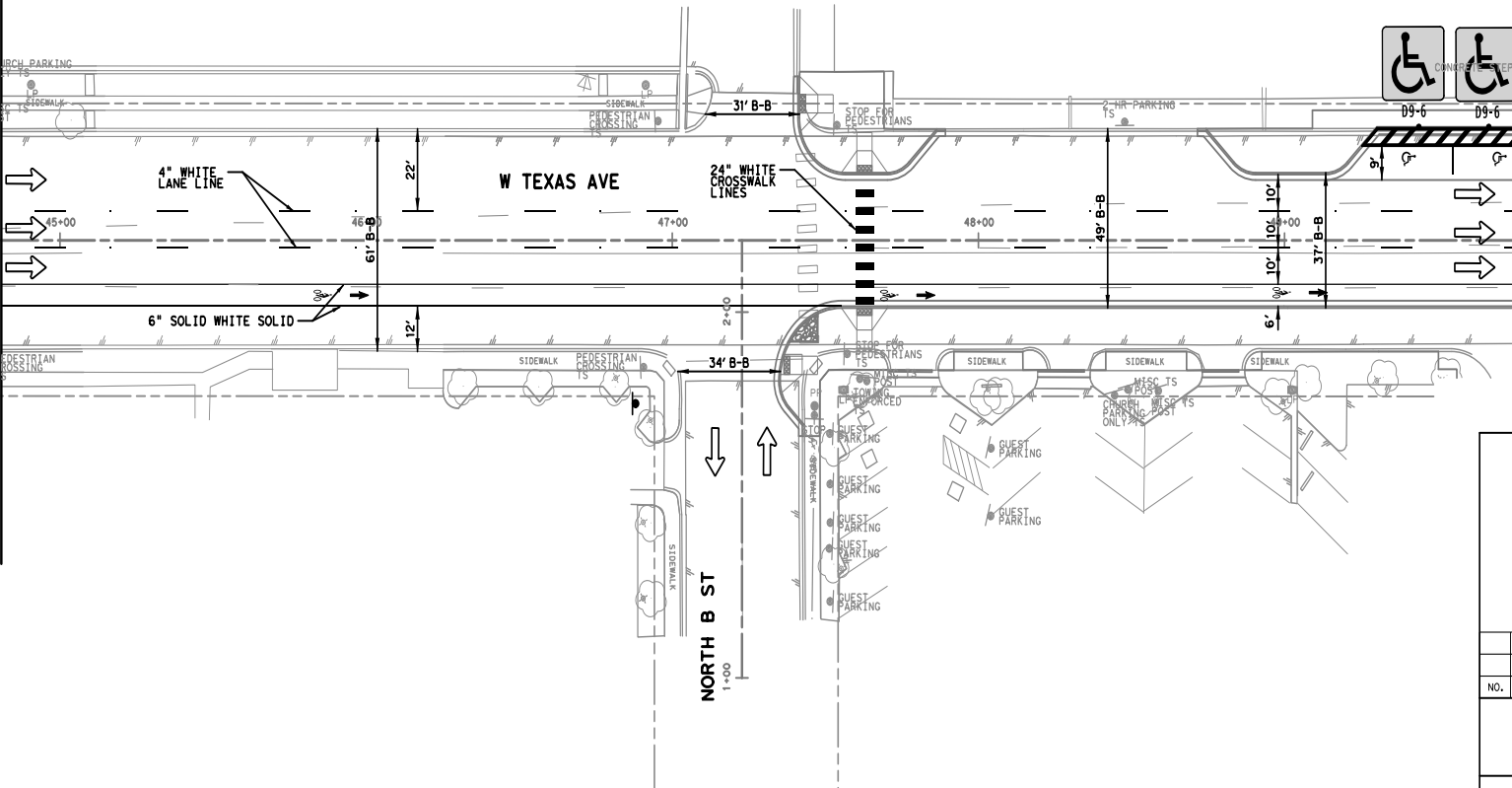
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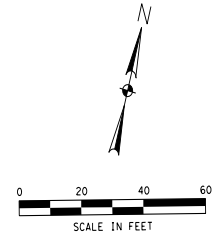
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February 13, 2024

MATCH LINE (SEE PREVIOUS SHEET)



MATCH LINE (SEE NEXT SHEET)



LEGEND

→ TRAFFIC FLOW ARROW
NOT A PAVEMENT MARKING

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PEDESTRIAN SAFETY IMPROVEMENTS

PAVEMENT MARKINGS AND SIGNAGE
W TEXAS AVE

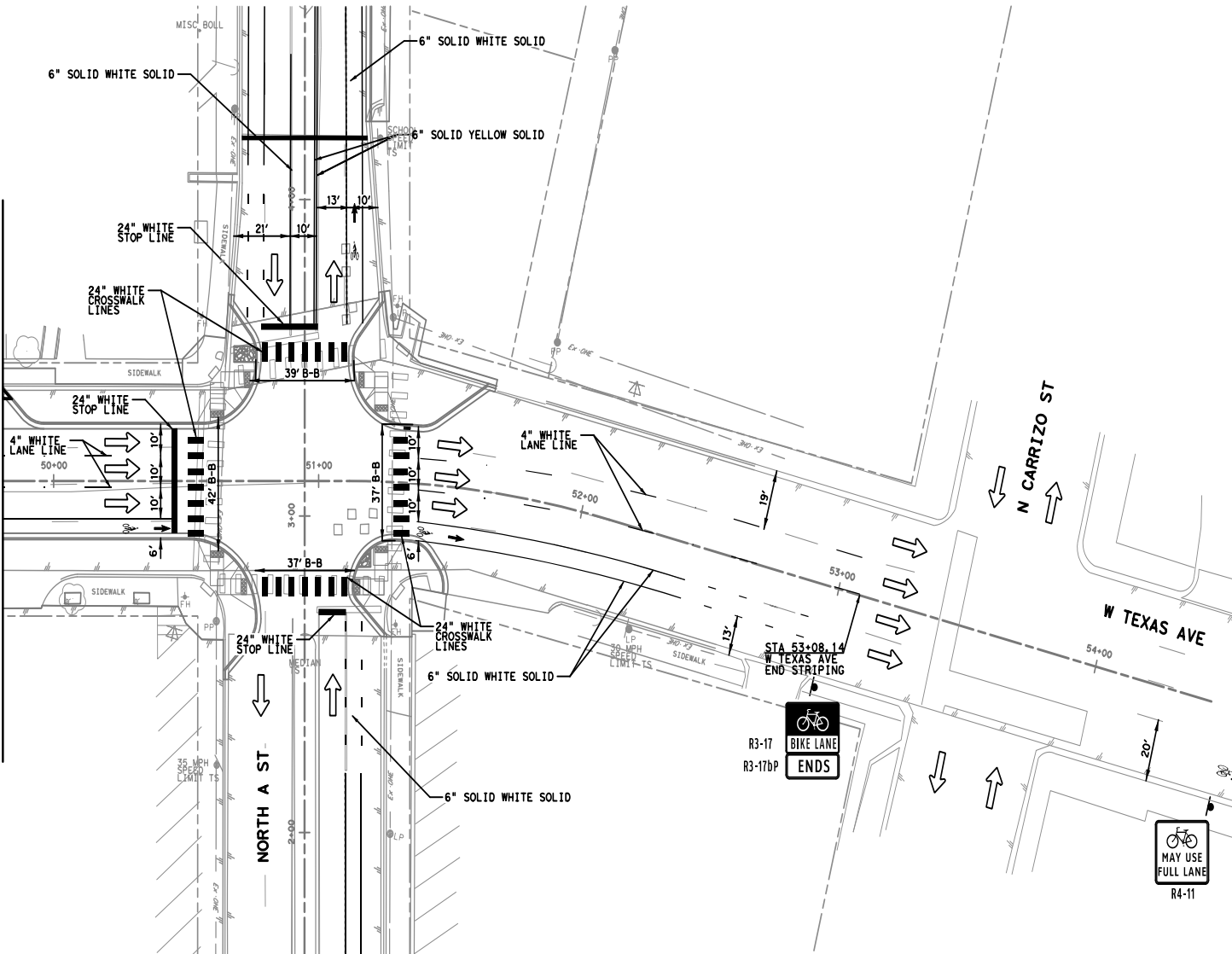
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CHECKS HALFF	STATE	DISTRICT	COUNTY
CHECK DMS	TEXAS	ODA	MIDLAND
CHECK JTH	0906	32	064
February 13, 2024			84

PACKET

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February 13, 2024

MATCH LINE (SEE PREVIOUS SHEET)

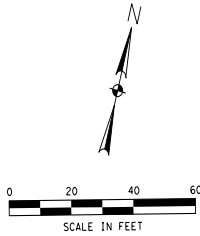


LEGEND

→ TRAFFIC FLOW ARROW
NOT A PAVEMENT MARKING

NOTE:

1. REMOVE ALL EXISTING PAVEMENT MARKINGS THAT CONFLICT WITH THE INTENT OF THE PAVEMENT MARKING PLANS.

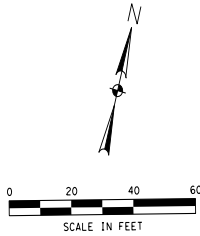
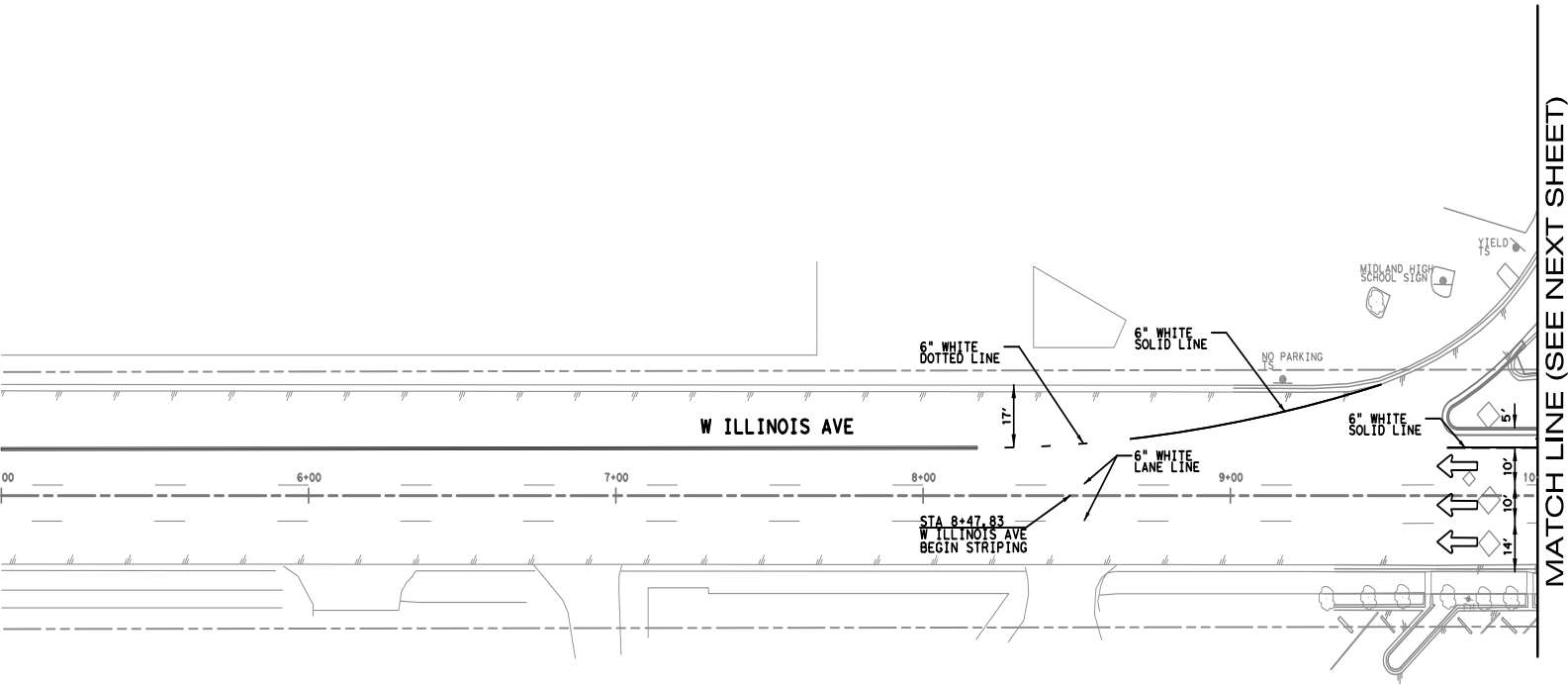


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PAVEMENT MARKINGS AND SIGNAGE W TEXAS AVE			
SCALE: 1" = 40'		Sheet 4 of 10	
DESIGN HALFF	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
CHECKS HALFF	STATE	DISTRICT	COUNTY
CHECK DMS	TEXAS	ODA	MIDLAND
CHECK JTH	0906	32	064
			85



LEGEND



NOTE:

1. REMOVE ALL EXISTING PAVEMENT MARKINGS THAT CONFLICT WITH THE INTENT OF THE PAVEMENT MARKING PLANS.

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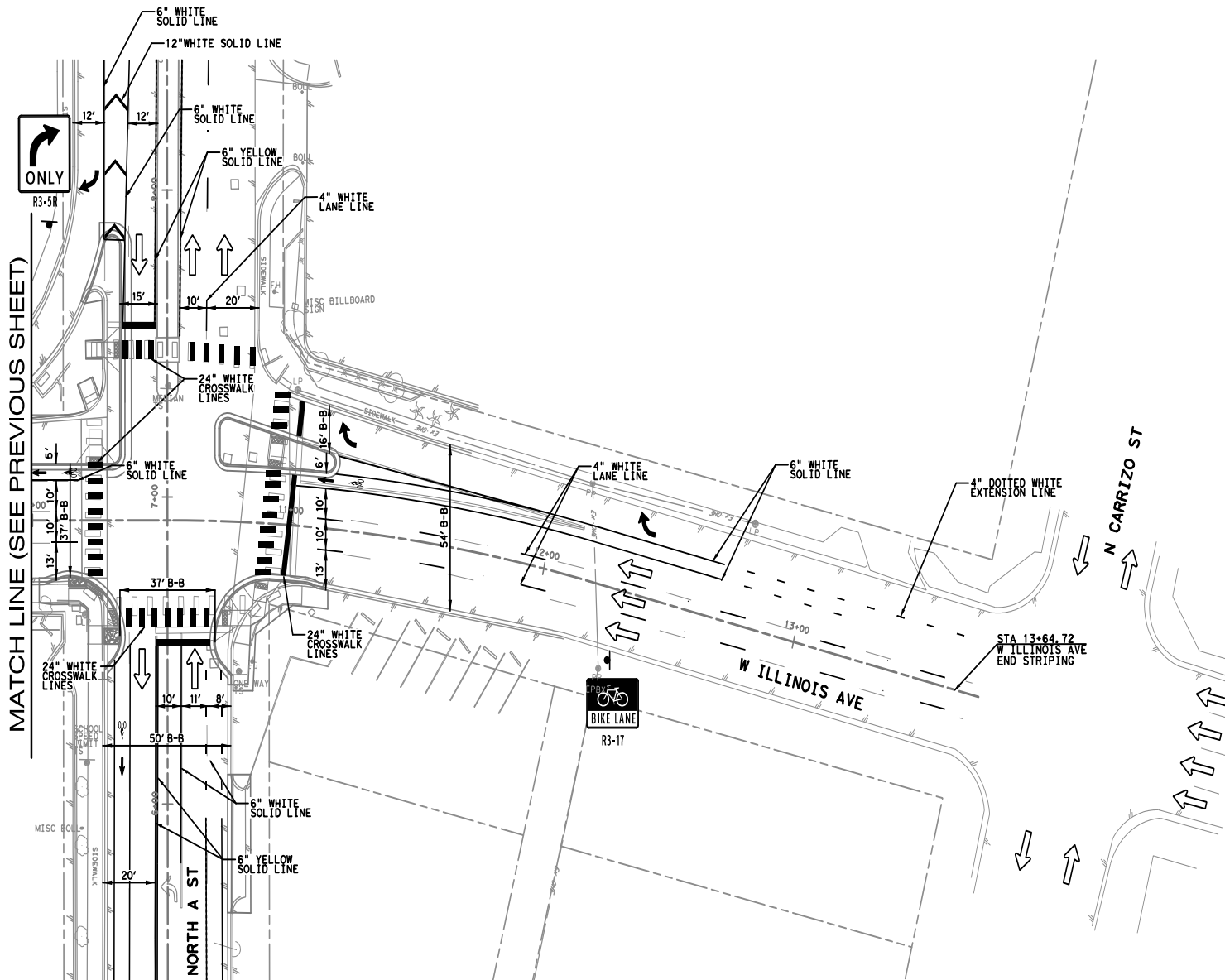


W TEXAS AVE AND W ILLINOIS AVE
PEDESTRIAN SAFETY IMPROVEMENTS

PAVEMENT MARKINGS AND SIGNAGE
W ILLINOIS AVE

SCALE: 1"= 40'	Sheet 5 of 10		
DESIGN HALFF	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
CHECK DMS	TEXAS	ODA	MIDLAND
CHECK JTH	0906	32	064
			86

February 13, 2024



LEGEND



TRAFFIC FLOW ARROW
NOT A PAVEMENT MARKING

NOTE:

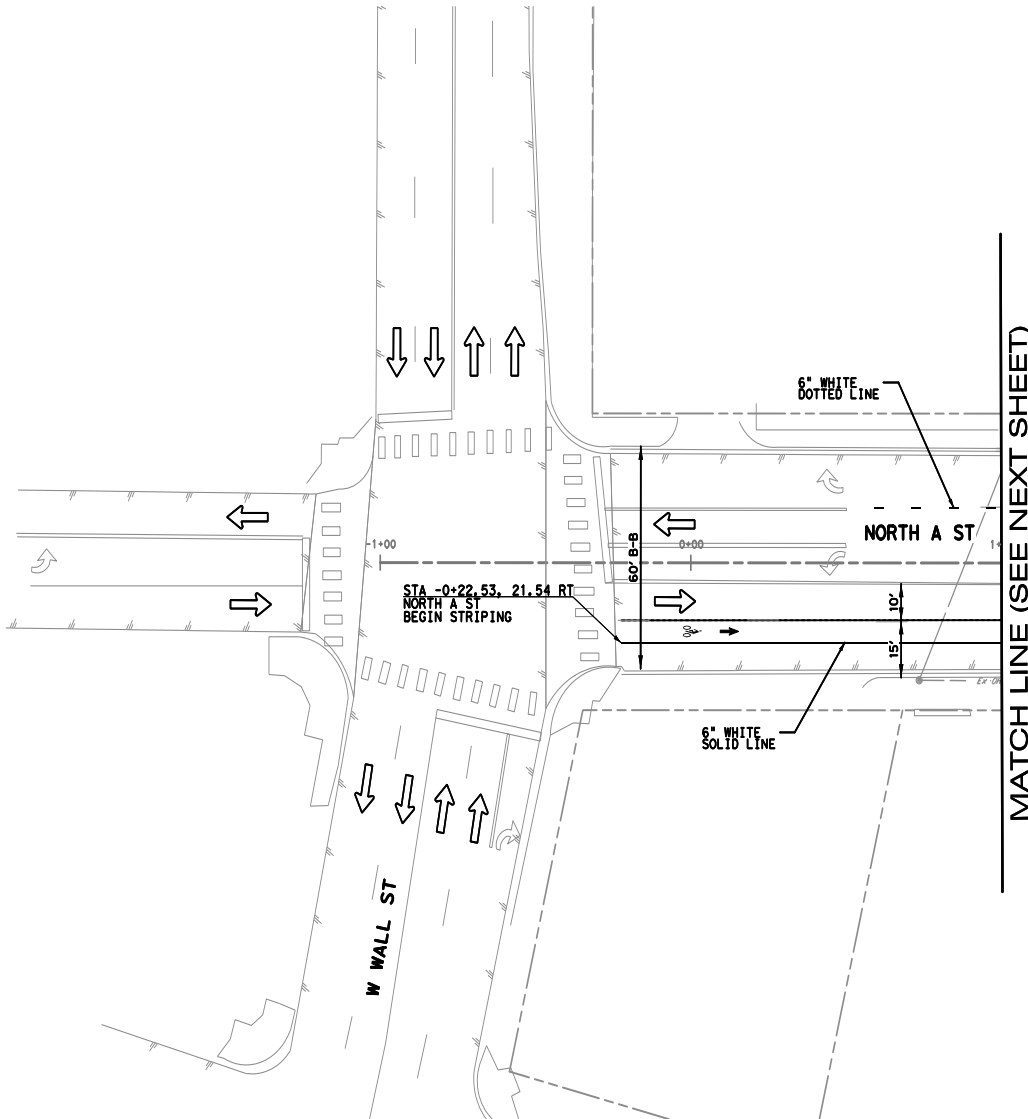
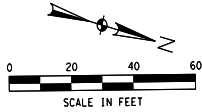
1. REMOVE ALL EXISTING PAVEMENT MARKINGS THAT CONFLICT WITH THE INTENT OF THE PAVEMENT MARKING PLANS.

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23.113

February 13, 2024

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NO.	REVISION	BY	DATE
 3417 73RD STREET, SUITE 12 LUBBOCK, TX 79424 TBEELS ENGINEERING FIRM #512			
 © 2023			
W TEXAS AVE AND W ILLINOIS AVE PEDESTRIAN SAFETY IMPROVEMENTS			
PAVEMENT MARKINGS AND SIGNAGE W ILLINOIS AVE			
SCALE: 1"= 40'		Sheet 6 of 10	
DESIGN HALFF	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
CHECK HALFF	STATE	DISTRICT	COUNTY
CHECK DMS	TEXAS	ODA	MIDLAND
CHECK JTH	0906	32	064
			87



MATCH LINE (SEE NEXT SHEET)

LEGEND

➡ TRAFFIC FLOW ARROW
NOT A PAVEMENT MARKING

NOTE:

1. REMOVE ALL EXISTING PAVEMENT MARKINGS THAT CONFLICT WITH THE INTENT OF THE PAVEMENT MARKING PLANS.

PACKET

23.114

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Name PE# Date

NO.	REVISION	BY	DATE



W TEXAS AVE AND W ILLINOIS AVE
PEDESTRIAN SAFETY IMPROVEMENTS

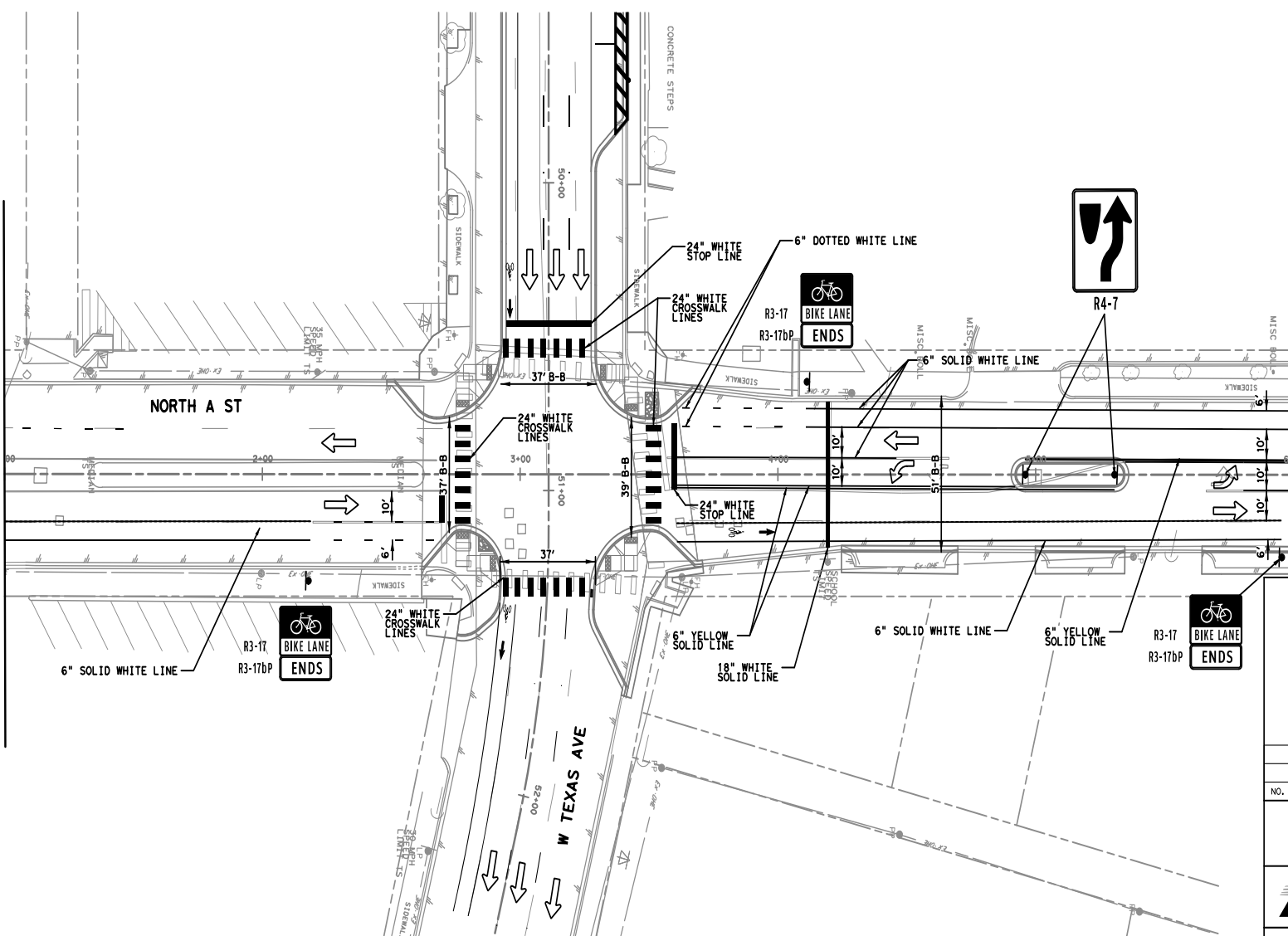
PAVEMENT MARKINGS AND SIGNAGE
NORTH A ST

SCALE: 1"= 40' Sheet 7 of 10

DESIGN	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
HALFF	X	*	N/A
CHECK	STATE	DISTRICT	COUNTY
DMS	TEXAS	ODA	MIDLAND
CHECK	CONTROL	SECTION	JOB
JTH	0906	32	064
			88

February 13, 2024

MATCH LINE (SEE PREVIOUS SHEET)



MATCH LINE (SEE NEXT SHEET)

PACKET

LEGEND



NOTE:

1. REMOVE ALL EXISTING PAVEMENT MARKINGS THAT CONFLICT WITH THE INTENT OF THE PAVEMENT MARKING PLANS.

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NO.	REVISION	BY	DATE



3417 13RD STREET, SUITE 12
LUBBOCK, TX 79423
TBEELS ENGINEERING FIRM #512



W TEXAS AVE AND W ILLINOIS AVE
PEDESTRIAN SAFETY IMPROVEMENTS

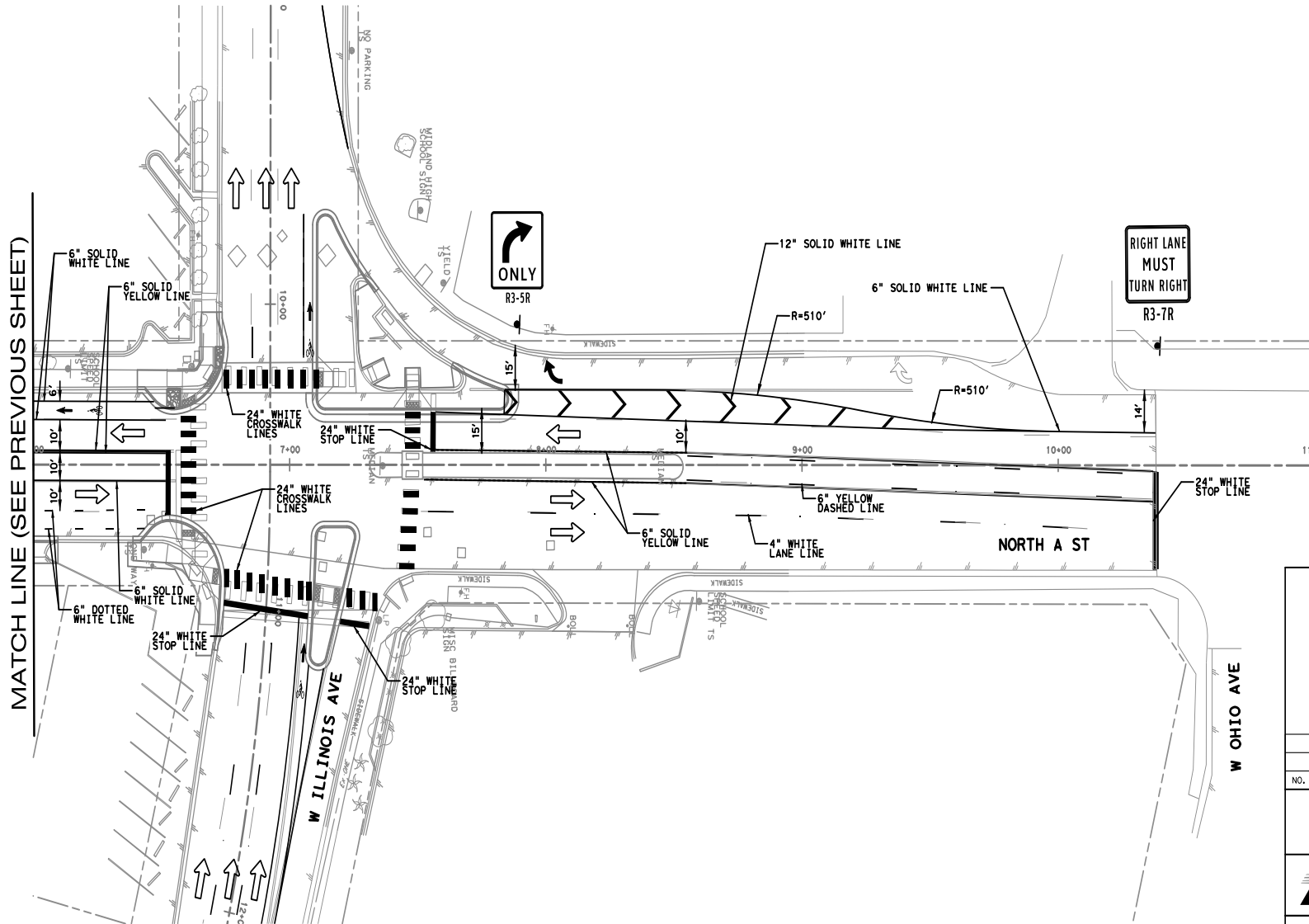
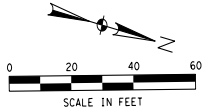
PAVEMENT MARKINGS AND SIGNAGE
NORTH A ST

DESIGN	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
HALFF	X	*	N/A
CHECK DMS	TEXAS	ODA	MIDLAND
CHECK JTH	0906	32	064

SCALE: 1" = 40'

Sheet 8 of 10

89



MATCH LINE (SEE PREVIOUS SHEET)

MATCH LINE (SEE NEXT SHEET)

PACKET

LEGEND

→ TRAFFIC FLOW ARROW
NOT A PAVEMENT MARKING

23.116

NOTE:

1. REMOVE ALL EXISTING PAVEMENT MARKINGS THAT CONFLICT WITH THE INTENT OF THE PAVEMENT MARKING PLANS.

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Name PE# Date

NO.	REVISION	BY	DATE



3417 73RD STREET, SUITE 12
LUBBOCK, TX 79423
TBPELS ENGINEERING FIRM #512



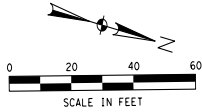
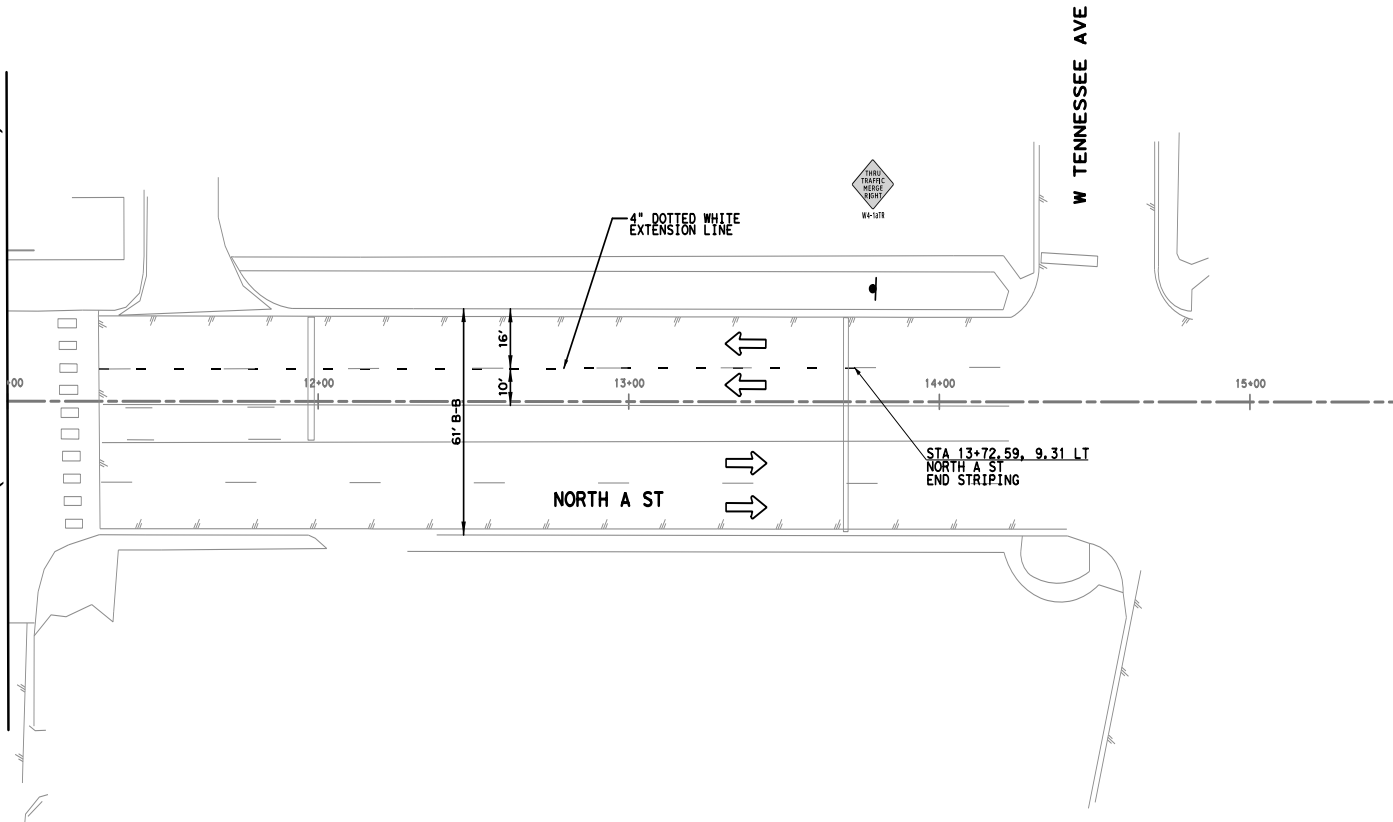
W TEXAS AVE AND W ILLINOIS AVE
PEDESTRIAN SAFETY IMPROVEMENTS

PAVEMENT MARKINGS AND SIGNAGE
NORTH A ST

SCALE: 1"= 40'	Sheet 9 of 10		
DESIGN HALFF	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
CHECK DMS	STATE	DISTRICT	COUNTY
CHECK JTH	CONTROL	SECTION	JOB
	0906	32	064
			90

February 13, 2024

MATCH LINE (SEE PREVIOUS SHEET)



PACKET

LEGEND



23.117

NOTE:

1. REMOVE ALL EXISTING PAVEMENT MARKINGS THAT CONFLICT WITH THE INTENT OF THE PAVEMENT MARKING PLANS.

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NO.	REVISION	BY	DATE
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 Texas Department of Transportation © 2023			
W TEXAS AVE AND W ILLINOIS AVE PEDESTRIAN SAFETY IMPROVEMENTS PAVEMENT MARKINGS AND SIGNAGE NORTH A ST			
SCALE: 1" = 40'		Sheet 10 of 10	
DESIGN HALFF	FED. RD. DIV. NO. X	FEDERAL AID PROJECT NO. *	HIGHWAY NO. N/A
CHECK DMS	STATE TEXAS	DISTRICT ODA	COUNTY MIDLAND
CHECK JTH	CONTROL 0906	SECTION 32	JOB 064
			91

February 13, 2024

PROJECT # 45715 OFFICE:MLD
TIME:3:53:26 PM
DATE:1/5/2024
at \\450006\45715\009 PM\CADD\Sheets\C-DTL-S-SSS-45715-009.dgn

SUMMARY OF SMALL SIGNS

SM RD SGN ASSM TY XXXXX (X) XX (X-XXXX)

PLAN SHEET NO.	SIGN NO.	SIGN NOMENCLATURE	SIGN TEXT	DIMENSIONS	FLAT ALUMINUM (TYPE A)	FLAT ALUMINUM (TYPE G)	SM RD SGN ASSM TY XXXXX (X) XX (X-XXXX)					
							POST TYPE	POSTS	ANCHOR TYPE	MOUNTING DESIGNATION		
										FRP=FIBERGLASS TWT=THIN-WALL 10BWG= 10 BWG S80=SCH 80	1 OR 2	UA=UNIVERSAL CONC WEDGE STEEL UB= UNIVERSAL BOLT SB=SLIPBASE-BOLT WP=WEDGE PLASTIC WS=
45	1	S1-1 SW16-7P	SCHOOL DIAGONAL ARROW	36" X 36" 24" X 12"			10 BWG	1	SA	P		
	2	S1-1 SW16-7P	SCHOOL DIAGONAL ARROW	36" X 36" 24" X 12"			10 BWG	1	SA	P		
46	3	R1-6b	IN-STREET PED CROSSING	12" X 36"				EXISTING TO BE RELOCATED				
	4	R1-6b	IN-STREET PED CROSSING	12" X 36"				EXISTING TO BE RELOCATED				
48	5	MISC-CHURCH	CHURCH	36" X 36"			10 BWG	1	SA	P		
	6	MISC-CHURCH	CHURCH	36" X 36"			10 BWG	1	SA	P		
	7	R1-1	STOP	36" X 36"				EXISTING TO BE RELOCATED				
49	8	R1-1	STOP	36" X 36"			10 BWG	1	SA	P		
	9	R1-6b	IN-STREET PED CROSSING	12" X 36"				EXISTING TO BE RELOCATED				
	10	R1-6b	IN-STREET PED CROSSING	12" X 36"				EXISTING TO BE RELOCATED				
54	11	R6-1	ONE WAY	36" X 12"			10 BWG	1	SA	P		
83	12	R3-17	BIKE LANE	24" X 18"			10 BWG	1	SA	P		
84	13	D9-6	HANDICAPPED	24" X 24"			10 BWG	1	SA	P		
	14	D9-6	HANDICAPPED	24" X 24"			10 BWG	1	SA	P		
85	15	R3-17 R3-17bP	BIKE LANE BIKE LANE (PLAQUES) - ENDS	24" X 18" 24" X 8"			10 BWG	1	SA	P		
	16	R4-11	BICYCLES MAY USE FULL LANE	30" X 30"			10 BWG	1	SA	P		
87	17	R3-5R	RIGHT TURN ONLY	30" X 36"			10 BWG	1	SA	P		
	18	R3-17	BIKE LANE	24" X 18"			10 BWG	1	SA	P		
89	19	R4-7	KEEP RIGHT	24" X 30"			10 BWG	1	SA	P		
	20	R4-7	KEEP RIGHT	24" X 30"			10 BWG	1	SA	P		
	21	R3-17 R3-17bP	BIKE LANE BIKE LANE (PLAQUES) - ENDS	24" X 18" 24" X 8"			10 BWG	1	SA	P		
	22	R3-17 R3-17bP	BIKE LANE BIKE LANE (PLAQUES) - ENDS	24" X 18" 24" X 8"			10 BWG	1	SA	P		
	23	R3-17 R3-17bP	BIKE LANE BIKE LANE (PLAQUES) - ENDS	24" X 18" 24" X 8"			10 BWG	1	SA	P		
90	24	R3-7R	RIGHT LANE MUST TURN RIGHT	36" X 36"			10 BWG	1	SA	P		
	25	R3-5R	RIGHT TURN ONLY	30" X 36"			10 BWG	1	SA	P		
91	26	W4-1aTR	THRU TRAFFIC MERGE RIGHT	36" X 36"			10 BWG	1	SA	P		

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DAVID M. SMITH 102401 1/5/2024
Name PE# Date

NO.	REVISION	BY	DATE



W TEXAS AVE AND W ILLINOIS AVE
PEDESTRIAN SAFETY IMPROVEMENTS
SUMMARY OF SMALL SIGNS

SCALE: NONE				Sheet 1 of 1
DESIGN HALFF	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.	
CHECKS HALFF	STATE	DISTRICT	COUNTY	N/A
CHECK DMS	TEXAS	ODA	MIDLAND	
CHECK JTH	0906	32	064	92

PACKET

23.118

February 13, 2024

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SIGN SUPPORT DESCRIPTIVE CODES

(Descriptive Codes correspond to project estimate and quantities sheets)

SM RD SGN ASSM TY XXXXX(X)XX(X-XXXX)

Post Type

FRP = Fiberglass Reinforced Plastic Pipe (see SMD(FRP))
TWT = Thin-Walled Tubing (see SMD(TWT))
10BWG = 10 BWG Tubing (see SMD(SLIP-1) to (SLIP-3))
S80 = Schedule 80 Pipe (see SMD(SLIP-1) to (SLIP-3))

Number of Posts (1 or 2)

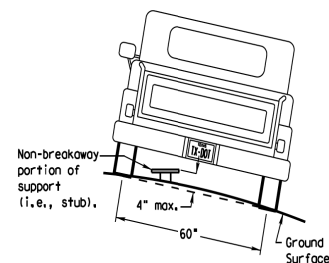
Anchor Type

UA = Universal Anchor - Concreted (see SMD(FRP) and (TWT))
UB = Universal Anchor - Bolted down (see SMD(FRP) and (TWT))
WS = Wedge Anchor Steel - (see SMD(TWT))
WP = Wedge Anchor Plastic (see SMD(TWT))
SA = Slipbase - Concreted (see SMD(SLIP-1) to (SLIP-3))
SB = Slipbase - Bolted Down (see SMD(SLIP-1) to (SLIP-3))

Sign Mounting Designation

P = Prefab. "Plain" (see SMD(SLIP-1) to (SLIP-3), (TWT), (FRP))
T = Prefab. "T" (see SMD(SLIP-1) to (SLIP-3), (TWT))
U = Prefab. "U" (see SMD(SLIP-1) to (SLIP-3))
IF REQUIRED
TEXT or ZEXT = Number of Extensions (see SMD(SLIP-1) to (SLIP-3), (TWT))
BW = Extruded Wind Beam (see SMD(SLIP-1) to (SLIP-3))
WC = 1.12 W/ft Wing Channel (see SMD(SLIP-1) to (SLIP-3))
EXAL = Extruded Aluminum Sign Panels (see SMD(SLIP-3))

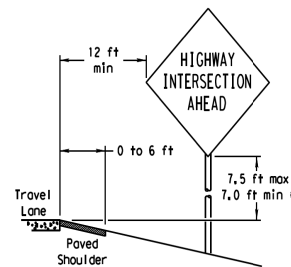
REQUIRED CLEARANCE FOR BREAKAWAY SUPPORT



To avoid vehicle undercarriage snagging, any substantial remains of a breakaway support, when it is broken away, should not project more than 4 inches above a 60-inch chord (i.e., typical space between wheel paths).

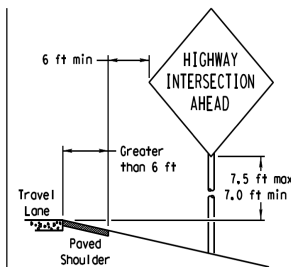
SIGN LOCATION

PAVED SHOULDERS



LESS THAN 6 FT. WIDE

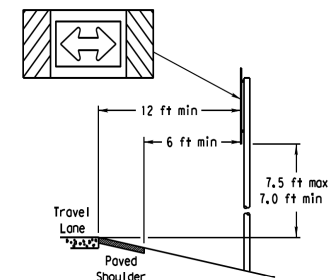
When the shoulder is 6 ft. or less in width, the sign must be placed at least 12 ft. from the edge of the travel lane.



GREATER THAN 6 FT. WIDE

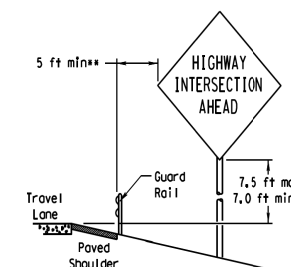
When the shoulder is greater than 6 ft in width, the sign must be placed at least 6 ft. from the edge of the shoulder.

T-INTERSECTION



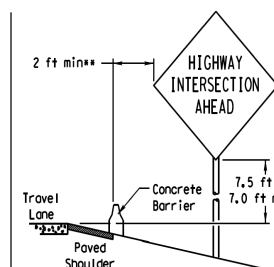
When this sign is needed at the end of a two-lane, two way roadway, the right edge of the sign should be in line with the centerline of the roadway. Place as close to ROW as practical.

BEHIND BARRIER

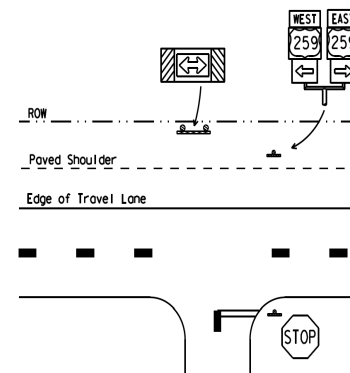


BEHIND GUARDRAIL

**Sign clearance based on distance required for proper guard rail or concrete barrier performance.



BEHIND CONCRETE BARRIER



* Signs shall be mounted using the following condition that results in the greatest sign elevations

- (1) a minimum of 7 to a maximum of 7.5 feet above the edge of the travel lane or
- (2) a minimum of 7 to a maximum of 7.5 feet above the grade at the base of the support when sign is installed on the backslope.

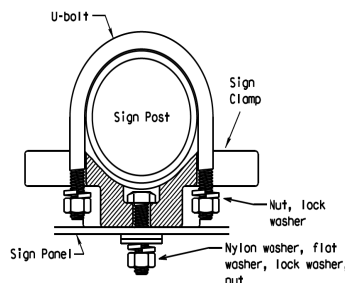
The maximum values may be increased when directed by the Engineer.

See the Traffic Operations Division website for detailed drawings of sign clamps, Triangular Slipbase System components and Wedge Anchor System components.

The website address is:
<http://www.txdot.gov/publications/traffic.htm>

TYPICAL SIGN ATTACHMENT DETAIL

Single Signs

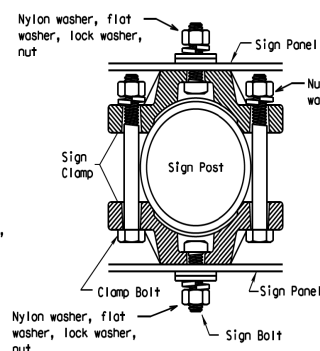


Bolts used to mount sign panels to the clamp are 5/16-18 UNC galvanized square head with nut, nylon washer, flat washer and lock washer. The bolt length is 1 inch for aluminum.

When two sign clamps are used to mount signs back-to-back, use a 5/16-18 UNC galvanized hex head per ASTM A307 with nut and helical-spring lock washers. The approximate bolt lengths for various post sizes and sign clamp types are given in the table at right. The bolt length may be adjusted depending upon field conditions.

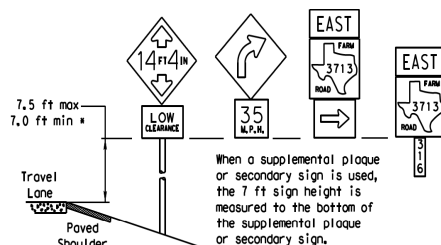
Sign clamps may be either the specific size clamp or the universal clamp.

Back-to-Back Signs



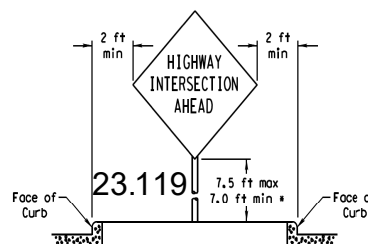
Pipe Diameter	Approximate Bolt Length	
	Specific Clamp	Universal Clamp
2" nominal	3"	3 or 3 1/2"
2 1/2" nominal	3 or 3 1/2"	3 1/2 or 4"
3" nominal	3 1/2 or 4"	4 1/2"

SIGNS WITH PLAQUES

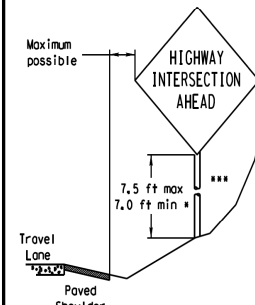


When a supplemental plaque or secondary sign is used, the 7 ft sign height is measured to the bottom of the supplemental plaque or secondary sign.

CURB & GUTTER OR RAISED ISLAND



RESTRICTED RIGHT-OF-WAY (When 6 ft min. is not possible.)



Right-of-way restrictions may be created by rocks, water, vegetation, forest, buildings, a narrow island, or other factors.

In situations where a lateral restriction prevents the minimum horizontal clearance from the edge of the travel lane, signs should be placed as far from the travel lane as practical.

*** Post may be shorter if protected by guardrail or if Engineer determines the post could not be hit due to extreme slope.



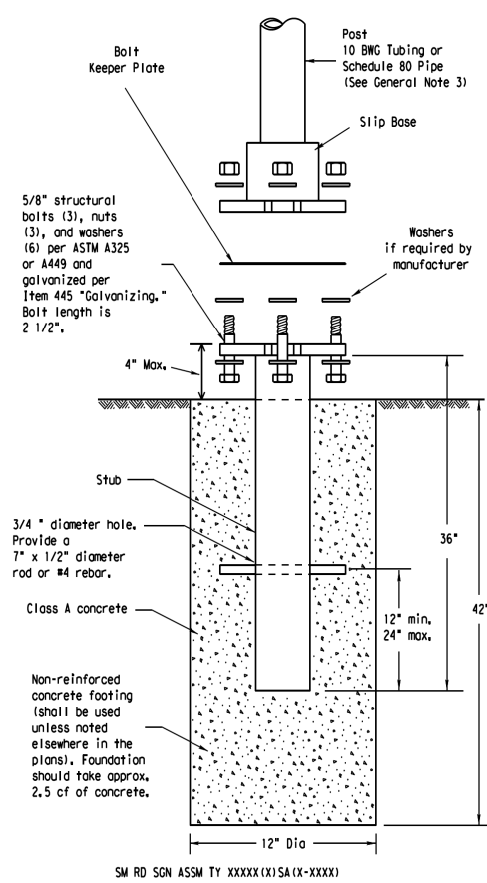
SIGN MOUNTING DETAILS SMALL ROADSIDE SIGNS GENERAL NOTES & DETAILS

SMD (GEN) -08

February 13, 2024

DATE	REVISIONS	DNV TxDOT	CKD TxDOT	DNV TxDOT	CKD TxDOT
9-08	REVISED	CON	SECT	JOB	HIGHWAY
		0906	32	064	N/A
		DIST	COUNTY		
		ODA	MIDLAND		SHEET NO.

TRIANGULAR SLIPBASE INSTALLATION GENERAL REQUIREMENTS



NOTE

There are various devices approved for the Triangular Slipbase System. Please reference the Material Producer List for approved slip base systems. http://www.txdot.gov/business/producer_list.htm The devices shall be installed per manufacturers' recommendations. Installation procedures shall be provided to the Engineer by Contractor.

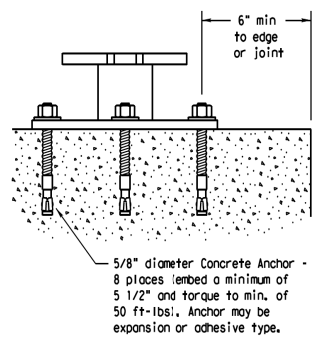
GENERAL NOTES:

- Slip base shall be permanently marked to indicate manufacturer. Method, design, and location of marking are subject to approval of the TxDOT Traffic Standards Engineer.
- Material used as post with this system shall conform to the following specifications:
 10 BWG Tubing (2.875" outside diameter)
 0.134" nominal wall thickness
 Seamless or electric-resistance welded steel tubing or pipe
 Steel shall be HSLAS Gr 55 per ASTM A1011 or ASTM A1008
 Other steels may be used if they meet the following:
 55,000 PSI minimum yield strength
 70,000 PSI minimum tensile strength
 20% minimum elongation in 2"
 Wall thickness (uncoated) shall be within the range of 0.122" to 0.138"
 Outside diameter (uncoated) shall be within the range of 2.867" to 2.883"
 Galvanization per ASTM A123 or ASTM A653 G210. For precast steel tubing (ASTM A653), recoat tube outside diameter weld seam by metallizing with zinc wire per ASTM B833.
 Schedule 80 Pipe (2.875" outside diameter)
 0.276" nominal wall thickness
 Steel tubing per ASTM A500 Gr C
 Other seamless or electric-resistance welded steel tubing or pipe with equivalent outside diameter and wall thickness may be used if they meet the following:
 46,000 PSI minimum yield strength
 62,000 PSI minimum tensile strength
 21% minimum elongation in 2"
 Wall thickness (uncoated) shall be within the range of 0.248" to 0.304"
 Outside diameter (uncoated) shall be within the range of 2.855" to 2.895"
 Galvanization per ASTM A123
- See the Traffic Operations Division website for detailed drawings of sign clamps and Texas Universal Triangular Slipbase System components. The website address is: <http://www.txdot.gov/publications/traffic.htm>
- Sign supports shall not be spliced except where shown. Sign support posts shall not be spliced.

ASSEMBLY PROCEDURE

- Foundation**
- Prepare 12-inch diameter by 42-inch deep hole. If solid rock is encountered, the depth of the foundation may be reduced such that it is embedded a minimum of 18 inches into the solid rock.
 - The Engineer may permit batches of concrete less than 2 cubic yards to be mixed with portable, motor-driven concrete mixer. For small placements less than 0.5 cubic yards, hand mixing in a suitable container may be allowed by Engineer. Concrete shall be Class A.
 - Push the pipe end of the slip base stub into the center of the concrete. Rotate the stub back and forth while pushing it down into the concrete to assure good contact between the concrete and stub. Continue to work the stub into the concrete until it is between 2 to 4 inches above the ground.
 - Plumb the stub. Allow a minimum of 4 days to set, unless otherwise directed by the Engineer.
 - The triangular slipbase system is multidirectional and is designed to release when struck from any direction.
- Support**
- Cut support so that the bottom of the sign will be 7 to 7.5 feet above the edge of the travelway (i.e., edge of the closest lane) when slip plate is below the edge of pavement or 7 to 7.5 feet above slip plate when the slip plate is above the edge of the travelway. The cut shall be plumb and straight.
 - Attach sign to support using connections shown. When multiple signs are installed on the same support, ensure the minimum clearance between each sign is maintained. See SMD(SLIP-2) for clearances based on sign types.

CONCRETE ANCHOR



Concrete anchor consists of 5/8" diameter stud bolt with UNC series bolt threads on the upper end, Heavy hex nut per ASTM A563, and hardened washer per ASTM F436. The stud bolt shall have a minimum yield and ultimate tensile strength of 50 and 75 KSI, respectively. Nuts, bolts and washers shall be galvanized per Item 445, "Galvanizing." Adhesive type anchors shall have stud bolts installed with Type III epoxy per DMS-6100, "Epoxy and Adhesives." Adhesive anchors may be loaded after adequate epoxy cure time per the manufacturer's recommendations. Top of bolt shall extend at least flush with top of the nut when installed. The anchor, when installed in 4000 psi normal-weight concrete with a 5 1/2" minimum embedment, shall have a minimum allowable tension and shear of 2400 and 3100 psi, respectively.

PACKET

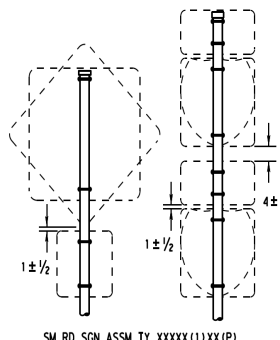
23.120

SIGN MOUNTING DETAILS
SMALL ROADSIDE SIGNS
TRIANGULAR SLIPBASE SYSTEM

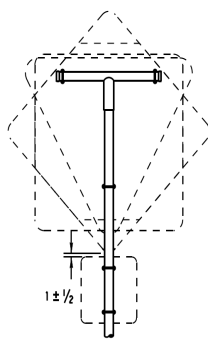
SMD(SLIP-1)-08

February 13, 2024

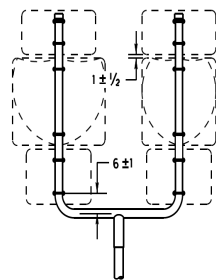
REVISIONS		DNV TxDOT	CKA TxDOT	DNV TxDOT	CKA TxDOT
9-08		CONT	SECT	JOB	HIGHWAY
		0906	32	064	N/A
		DIST	COUNTY		
		ODA	MIDLAND		94



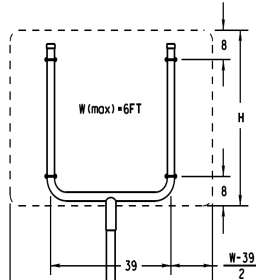
SM RD SGN ASSM TY XXXXX(1)XX(P)



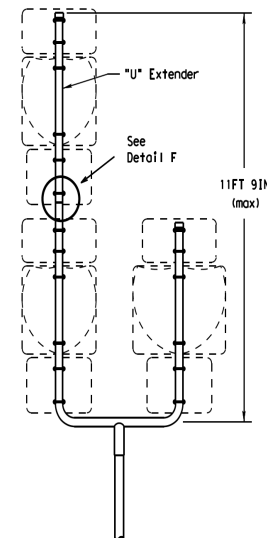
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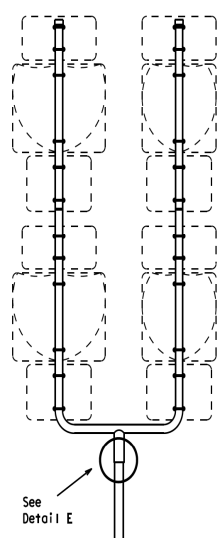
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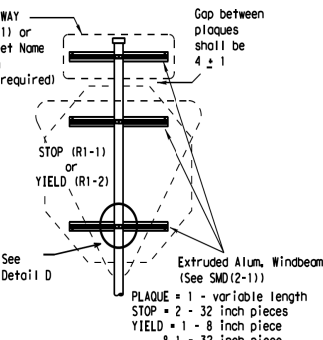
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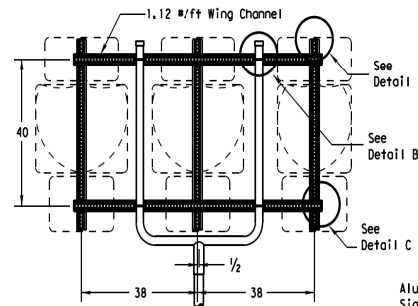
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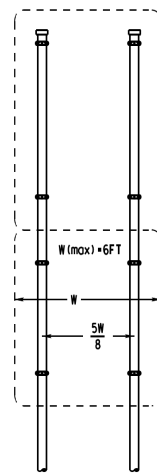
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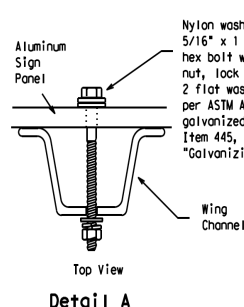
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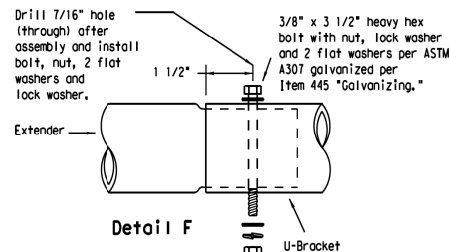
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(See Note 11)



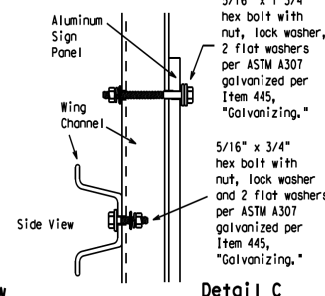
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Detail A

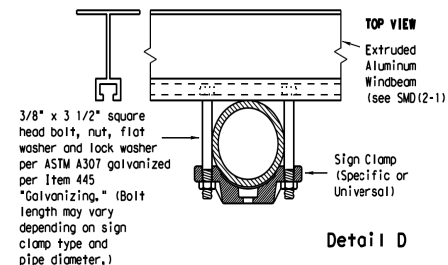


Splices shall only be allowed behind the sign substrate.

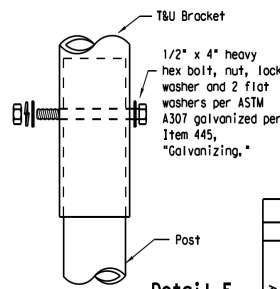


Detail C

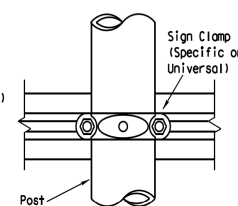
SIDE VIEW



Detail D



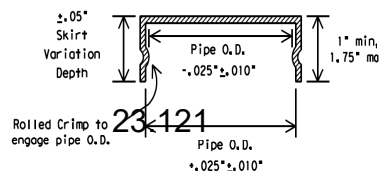
Detail E



Detail B

Friction caps may be manufactured from hot rolled or cold rolled steel sheets. The minimum sheet metal thickness shall be 24 gauge for all cap sizes. The rim edges shall be reasonably straight and smooth. Caps shall be sized and formed in such a manner as to produce a drive-on friction fit and have no tendency to rock when seated on the pipe. The depth shall be sufficient to give positive protection against entrance of rainwater. They shall be free of sharp creases or indentations and show no evidence of metal fracture. Caps shall have an electrodeposited coating of zinc in accordance with the requirements of ASTM B633 Class FE/ZN 8.

FRICION CAP DETAIL



Rolled Crimp to engage pipe O.D.

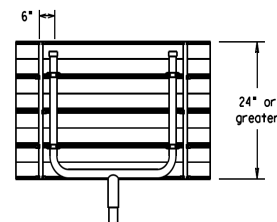
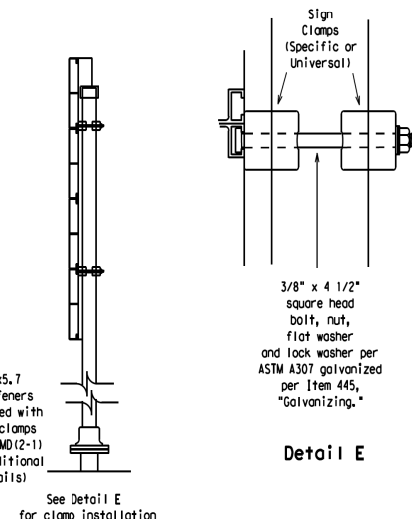
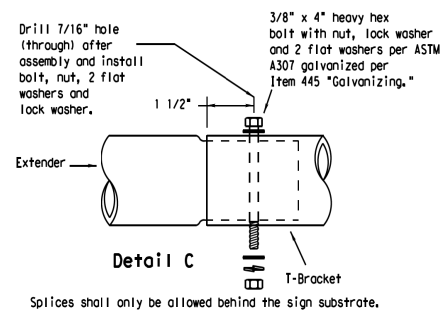
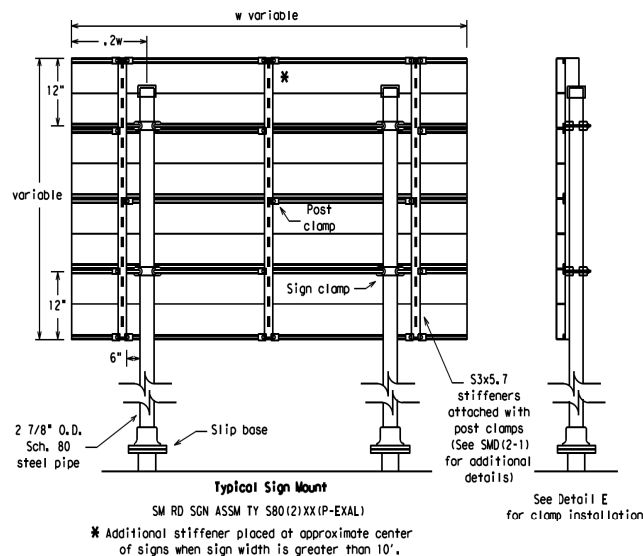
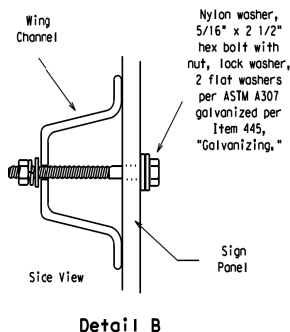
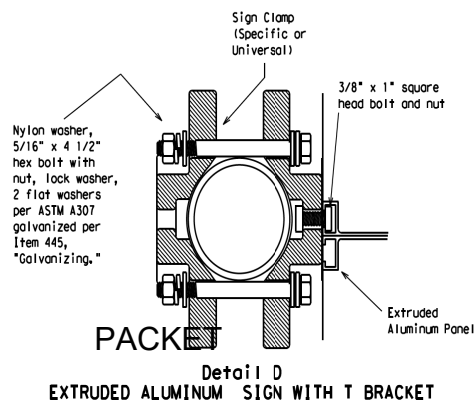
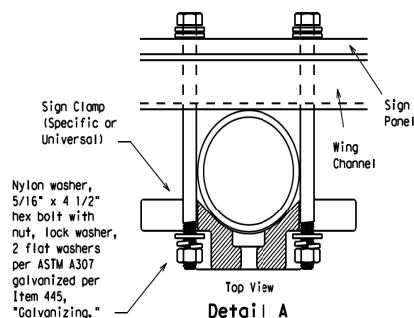
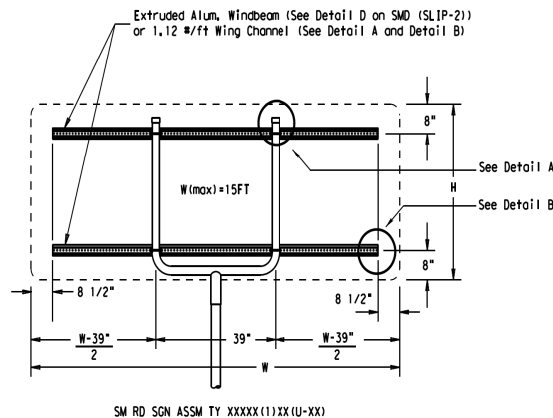
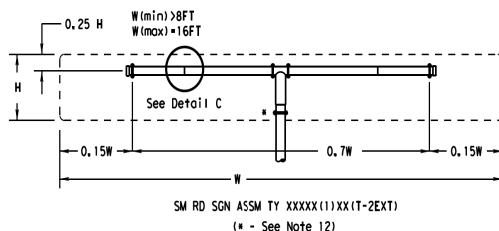
GENERAL NOTES:

SIGN SUPPORT	# OF POSTS	MAX. SIGN AREA
10 BWG	1	16 SF
10 BWG	2	32 SF
Sch 80	1	32 SF
Sch 80	2	64 SF

- The Engineer may require that a Schedule 80 post be used in place of a 10 BWG where a sign height is abnormally high due to a fill slope.
- Sign supports shall not be spliced except where shown. Sign support posts shall not be spliced.
- Aluminum sign blanks shall conform to Departmental Material Specifications DMS-1110 and shall have the following minimum thicknesses: 0.080 for signs less than 7.5 sq. ft., 0.100 for signs 7.5 to 15 sq. ft., and 0.125 for signs greater than 15 sq. ft.
- Signs that require specific supports due to reasons in addition to windloading are indicated on the "REQUIRED SUPPORT" table on this sheet.
- For horizontal rectangular signs fabricated from flat aluminum, T-brackets are used for signs 24 inches or less in height. U-brackets are used for signs of greater height.
- When two triangular slipbase supports are used to support a single sign, they shall not be "rigidly" connected to each other except through the sign panel. This will allow each support to act independently when impacted by an errant vehicle.
- Wing channel shall meet ASTM A 1011 SS Gr 50 and be galvanized per ASTM A 123.
- Excess pipe, wing channel, or windbeam shall be cut off so that it does not extend beyond the sign panel (i.e., excess support shall not be visible when the sign is viewed from the front.) Repair galvanized coating at cut support ends per Item 445, "Galvanizing."
- Additional route markers may be added vertically, provided the total sign area does not exceed the maximum allowable amount per Note 1.
- Additional sign clamp required on the "T-bracket" post for 24 inch height signs. Place the clamp 3 inches above bottom of sign when possible.
- Post open ends shall be fitted with Friction Caps.
- Sign blanks shall be the sizes and shapes shown on the plans.

REQUIRED SUPPORT	
SIGN DESCRIPTION	SUPPORT
48-inch STOP sign (R1-1)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
60-inch YIELD sign (R1-2)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
48x16-inch ONE-WAY sign (R6-1)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
36x48, 48x36, and 48x48-inch signs	TY 10BWG(1)XX(T)
48x60-inch signs	TY S80(1)XX(T)
48x48-inch signs (diamond or square)	TY 10BWG(1)XX(T)
48x60-inch signs	TY S80(1)XX(T)
48-inch Advance School X-ing sign (S1-1)	TY 10BWG(1)XX(T)
48-inch School X-ing sign (S2-1)	TY 10BWG(1)XX(T)
Large Arrow sign (W1-6 & W1-7)	TY 10BWG(1)XX(T)

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GENERAL NOTES:

SIGN SUPPORT	# OF POSTS	MAX. SIGN AREA
10 BWG	1	16 SF
10 BWG	2	32 SF
Sch 80	1	32 SF
Sch 80	2	64 SF

2. The Engineer may require that a Schedule 80 post be used in place of a 10 BWG where a sign height is abnormally high due to a fill slope.
3. Sign supports shall not be spliced except where shown. Sign support posts shall not be spliced.
4. Aluminum sign blanks shall conform to Departmental Material Specifications DMS-7110 and shall have the following minimum thicknesses: 0.080 for signs less than 7.5 sq. ft., 0.100 for signs 7.5 to 15 sq. ft., and 0.125 for signs greater than 15 sq. ft.
5. Signs that require specific supports due to reasons in addition to windloading are indicated on the "REQUIRED SUPPORT" table on this sheet.
6. For horizontal rectangular signs fabricated from flat aluminum, T-brackets are used for signs 24 inches or less in height. U-brackets are used for signs of greater height.
7. When two triangular slabbase supports are used to support a single sign, they shall not be "rigidly" connected to each other except through the sign panel. This will allow each support to act independently when impacted by an errant vehicle.
8. Wing channel shall meet ASTM A 1011 SS Gr 50 and be galvanized per ASTM 123.
9. Excess pipe, channel, or windbeam shall be cut off so that it does not extend beyond the sign panel (i.e., excess support shall not be visible when the sign is viewed from the front.) Repair galvanized coating at cut support ends per Item 4K5, "Galvanizing".
10. Sign blanks shall be the sizes and shapes shown on the plans.
11. Additional sign clamp required on the "T-bracket" post for 24 inch high signs. Place the clamp 3 inches above bottom of sign when possible.
12. Post open ends shall be fitted with Friction Caps.

REQUIRED SUPPORT		
	SIGN DESCRIPTION	SUPPORT
Regulatory	48-Inch STOP sign (R1-1)	TY 10BWG(11)XX(T) TY 10BWG(11)XX(P-BM)
	60-Inch YIELD sign (R1-2)	TY 10BWG(11)XX(T) TY 10BWG(11)XX(P-BM)
	48x16-inch ONE-WAY sign (R6-1)	TY 10BWG(11)XX(T) TY 10BWG(11)XX(P-BM)
	36x48, 48x36, and 48x48-inch signs	TY 10BWG(11)XX(T)
	48x60-inch signs	TY S80(11)XX(T)
Warning	48x48-inch signs (diamond or square)	TY 10BWG(11)XX(T)
	48x60-inch signs	TY S80(11)XX(T)
	48-Inch Advance School X-ing sign (S1-1)	TY 10BWG(11)XX(T)
	48-Inch School X-ing sign (S2-1)	TY 10BWG(11)XX(T)
	Large Arrow sign (W1-6 & W1-7)	TY 10BWG(11)XX(T)

 **Texas Department of Transportation**
Traffic Operations Division

SIGN MOUNTING DETAILS

SMALL ROADSIDE SIGNS

TRIANGULAR SLIPBASE SYSTEM

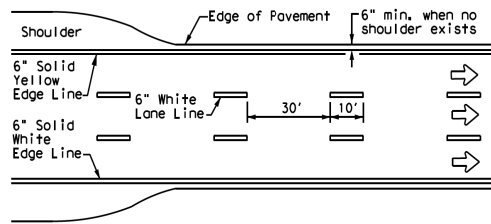
SMD (SLIP-3) -08

February 13, 2024

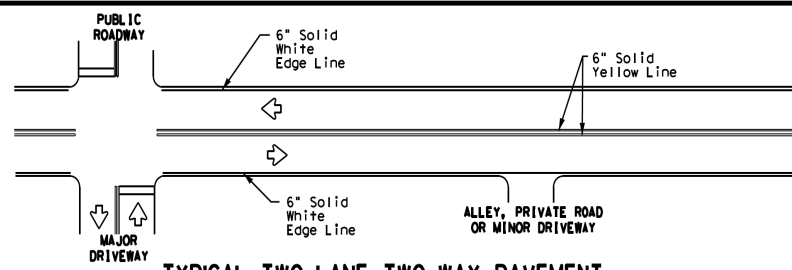
9-08 REVISIONS DIST COUNTY ODA MIDLAND		DMI TXDOT C&I TXDOT DMI TXDOT C&I TXDOT CONT SECT JOB HIGHWAY 0906 32 064 N/A SHEET NO. 96	
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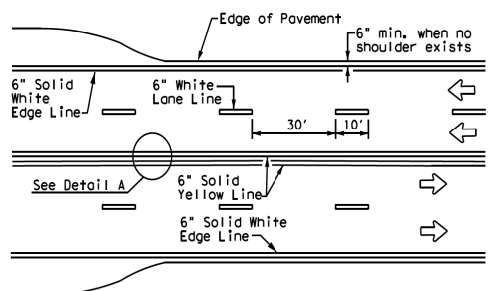
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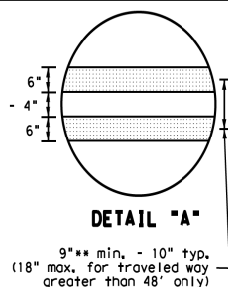
EDGE LINE AND LANE LINES
ONE-WAY ROADWAY
WITH OR WITHOUT SHOULDERS



TYPICAL TWO-LANE, TWO-WAY PAVEMENT
MARKINGS THROUGH INTERSECTIONS

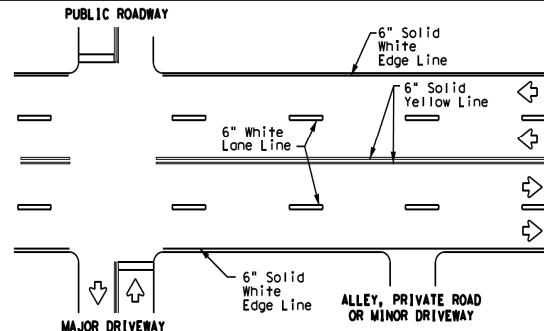


CENTERLINE AND LANE LINES
FOUR LANE TWO-WAY ROADWAY
WITH OR WITHOUT SHOULDERS

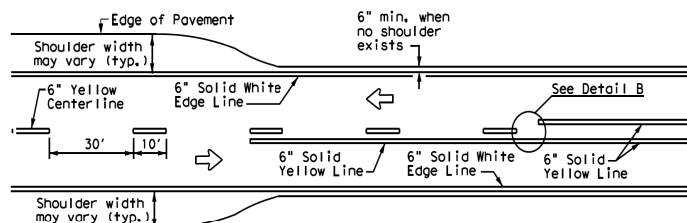


DETAIL "A"

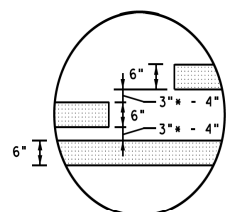
* 2" minimum for restripe projects when approved by the Engineer.
** 8" minimum for restripe projects when approved by the Engineer.



TYPICAL MULTI-LANE, TWO-WAY PAVEMENT
MARKINGS THROUGH INTERSECTIONS

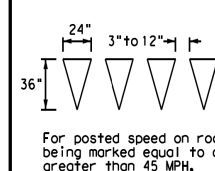


TWO LANE TWO-WAY ROADWAY
WITH OR WITHOUT SHOULDERS

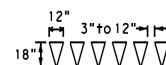


DETAIL "B"

* 2" minimum for restripe projects when approved by the Engineer.



YIELD LINES



For posted speed on road being marked equal to or less than 40 MPH.

NOTES

- Where divided highways are separated by median widths of the median opening itself of 30 feet or more, median openings shall be signed as two separate intersections. Each median opening has two width measurements, with one measurement for each approach. The narrow median width will be the controlling width to determine if signs are required. Yield signs are the typical intersection control. Stop signs and stop bars are optional as determined by the Engineer.
- Install median striping (double yellow centerlines and stop lines/yield lines) when a 50' or greater median centerline can be placed. Stop lines shall only be used with stop signs. Yield lines shall only be used with yield signs.
- Length of turn bays, including taper, deceleration, and storage lengths shall be as shown on the plans or as directed by the Engineer.

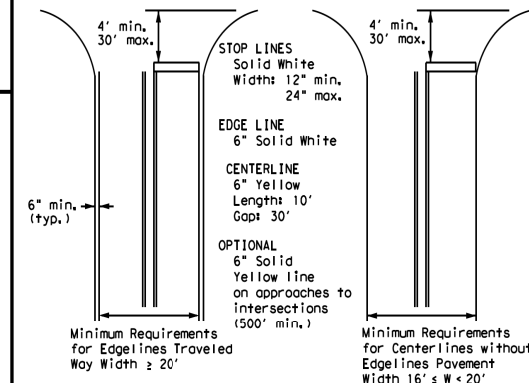
GENERAL NOTES

- Edge line striping shall be as shown in the plans or as directed by the Engineer. The edge line should not be placed less than 6 inches from the edge of pavement. This distance may vary due to pavement raveling or other conditions. Edge lines are not required in curb and gutter sections of roadways.
- The traveled way includes only that portion of the roadway used for vehicular travel. It does not include the parking lanes, sidewalks, berms and shoulders. The traveled ways shall be measured from the center of edge line to the center of edge line of a two lane roadway.

MATERIAL SPECIFICATIONS

PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



Minimum Requirements for Edgelines Traveled Way Width $\geq 20'$

Minimum Requirements for Centerlines without Edgelines Pavement Width $16' \leq W < 20'$

NOTE: Traveled way is exclusive of shoulder widths. Refer to General Note 2 for additional details.

GUIDE FOR PLACEMENT OF STOP LINES, EDGE LINE & CENTERLINE

Based on Traveled Way and Pavement Widths for Undivided Roadways



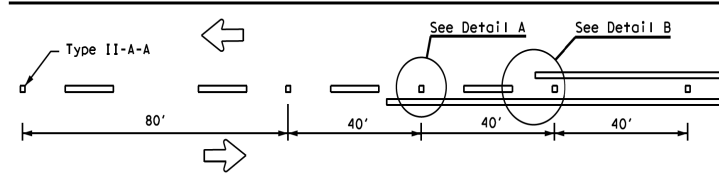
TYPICAL STANDARD PAVEMENT MARKINGS

PM(1)-22

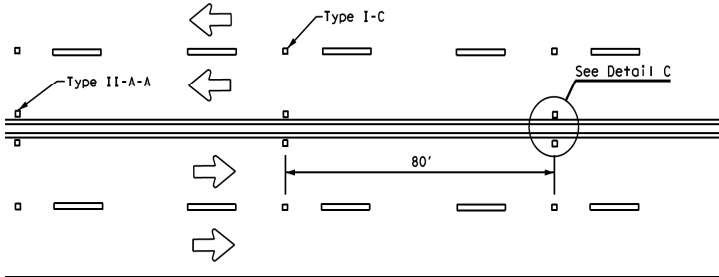
February 13, 2024

FILE	DATE	REV	BY	CHK	APP	DATE	REV	BY	CHK	APP
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8-95	3-03	12-22								
5-00	2-12									
ODA		MIDLAND								

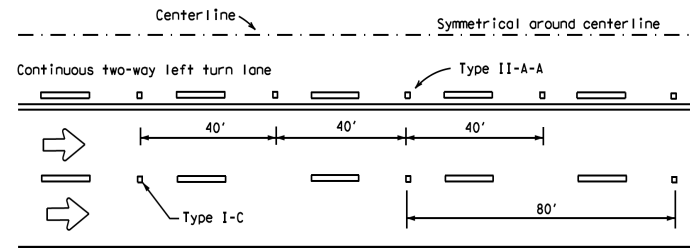
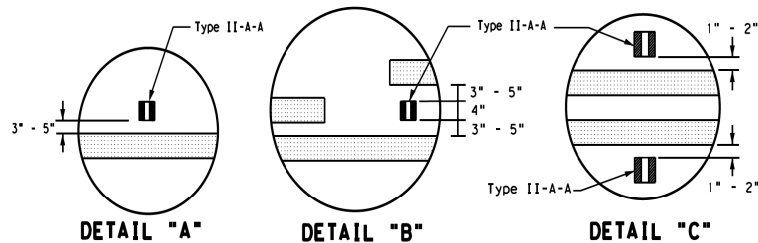
REFLECTIVE RAISED PAVEMENT MARKERS FOR VEHICLE POSITIONING GUIDANCE



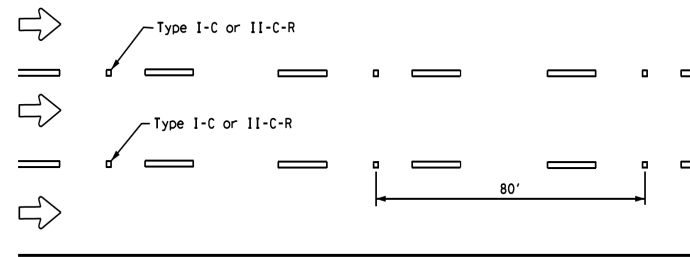
CENTERLINE FOR ALL TWO LANE TWO-WAY ROADWAYS



CENTERLINE & LANE LINES
FOR FOUR LANE TWO-WAY ROADWAYS



CENTERLINE AND LANE LINES FOR TWO-WAY LEFT TURN LANE

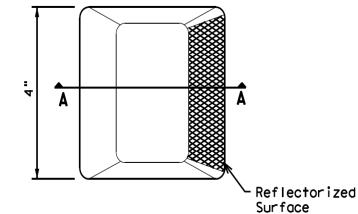


LANE LINES FOR ONE-WAY ROADWAY (NON-FREEWAY FACILITIES)

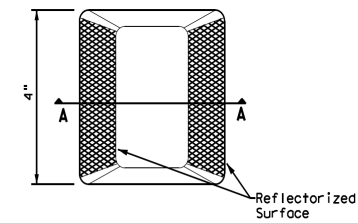
Raised pavement markers Type II-C-R shall have clear face toward normal traffic and red face toward wrong-way traffic.
See Note 3.

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

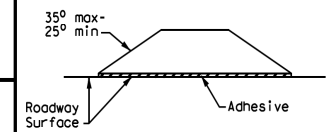
All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



Type I (Top View)



Type II (Top View)



SECTION A

RAISED PAVEMENT MARKERS



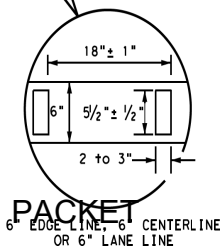
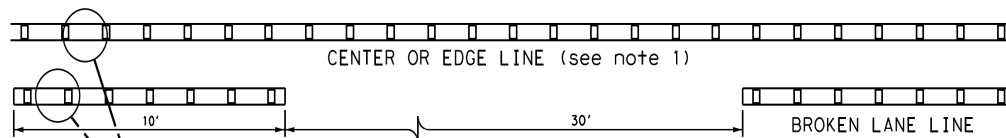
POSITION GUIDANCE USING RAISED MARKERS REFLECTORIZED PROFILE MARKINGS

February 13, 2024

FILE	DATE	BY	CHK	DR	CHK
© TxDOT December 2022	CONT	SECT	JOB	ROADWAY	
4-77 8-00 6-20	0906	32	064	N/A	
4-92 2-10 12-22	21ST	COUNTY			
5-00 2-12	ODA	MIDLAND			98

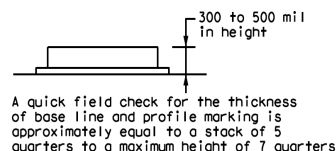
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REFLECTORIZED PROFILE PATTERN DETAIL

USING REFLECTIVE PROFILE PAVEMENT MARKINGS



NOTES

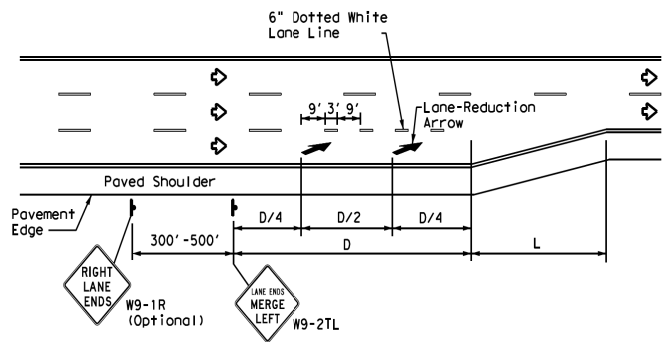
- Edge lines should typically be 6" wide and the material should be specified in the plans.
- Profile markings shall not be placed on roadways with a posted speed limit of 45 MPH or less.

GENERAL NOTES

- All raised pavement markers placed along broken lines shall be placed in line with and midway between the stripes.
- On concrete pavements the raised pavement markers should be placed to one side of the longitudinal joints.
- Use raised pavement marker Type I-C with undivided roadways, flush medians and two way left turn lanes. Use raised pavement marker Type II-C-R with divided highways and raised medians.

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DATE: 1/5/2024
FILE: \\450000s\45715\009 PM CAD Sheets\CD-DTLs-PM-03-45715-009.dgn



LANE REDUCTION

NOTES

1. Lane reduction pavement markings are used where the number of through lanes is reduced because of narrowing of the roadway or because of a section of on-street parking in what would otherwise be a through lane. For Texas Super 2 Passing Lanes, see TS2(PL) standard sheets.
2. On divided highways, an additional RIGHT LANE ENDS (W9-1R) sign may be installed in the median aligned with the W9-1R sign on the right side of the highway.
3. Lane reduction arrows are required for speeds of 45 mph or greater. An optional third lane reduction arrow may be added based on engineering judgement. If used, the optional third lane reduction arrow should be centered between the first and last lane reduction arrows.
4. For lane reductions on Freeways and Expressways, signing shall conform to the TxDOT Freeway Signing Handbook.

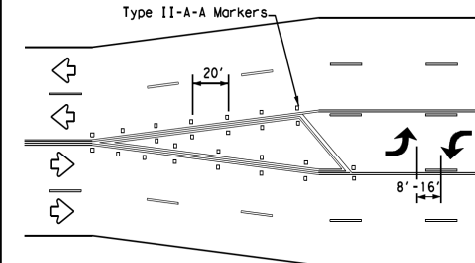
ADVANCED WARNING SIGN DISTANCE (D)		
Posted Speed	D (ft)	L (ft)
30 MPH	460	$L = \frac{WS^2}{60}$
35 MPH	565	
40 MPH	670	
45 MPH	775	
50 MPH	885	L = WS
55 MPH	990	
60 MPH	1,100	
65 MPH	1,200	
70 MPH	1,250	
75 MPH	1,350	

GENERAL NOTES

1. Lane use word and arrow markings shall be used where through lanes approaching an intersection become mandatory turn lanes. Lane use word and arrow markings should be used in auxiliary lanes of substantial length. Lane use arrow markings or word and arrow markings may be used in other lanes and turn bays for emphasis. Details for words and arrows are as shown in the Standard Highway Sign Designs for Texas.
2. When lane-use words and arrow markings are used, two sets of arrows should be used if the length of the bay is greater than 180 feet. When a single lane use arrow or word and arrow marking is used for a short turn lane, it should be located at or near the upstream end of the full-width turn lane.
3. Use raised pavement marker Type I-C with undivided highways, flush medians and two way left turn lanes. Use raised pavement marker Type II-C-R with divided highways and raised medians.
4. Length of turn bays, including taper, deceleration, and storage lengths shall be as shown on the plans or as directed by the Engineer. See Chapter 3 of the Roadway Design Manual for additional information on turning lanes or storage lengths.

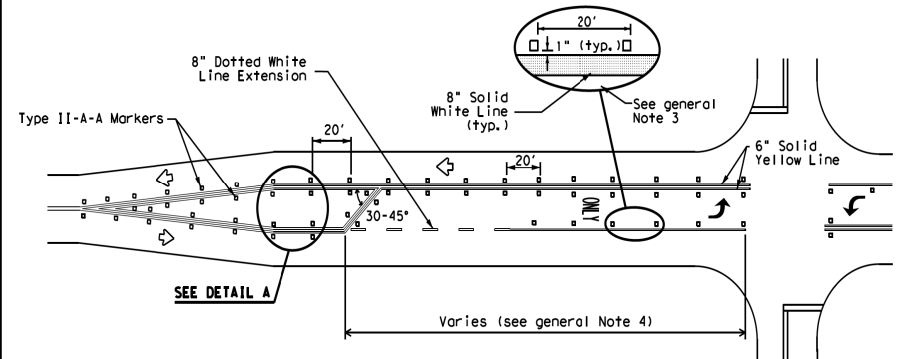
MATERIAL SPECIFICATIONS	
PAYMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAYMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAYMENT MARKINGS	DMS-8240

All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.

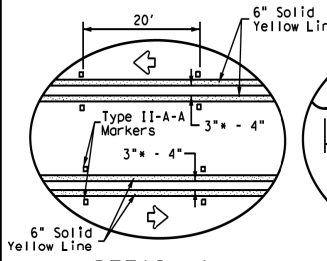


A two-way left-turn (TWLTL) lane-use arrow pavement marking should be used at or just downstream from the beginning of a two-way left-turn lane within a corridor. Repeating the marking after each intersection or dedicated turn bay is not required unless stated elsewhere in the plans.

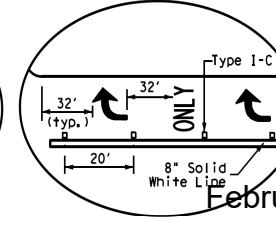
TYPICAL TRANSITION FOR TWLTL AND DIVIDED HIGHWAY



TYPICAL TWO-LANE ROADWAY INTERSECTION WITH LEFT TURN BAYS



DETAIL A



DETAIL B

* 2" minimum allowed for restripe projects when approved by the Engineer.



TWO-WAY LEFT TURN LANES, RURAL LEFT TURN BAYS, AND LANE REDUCTION PAVEMENT MARKINGS

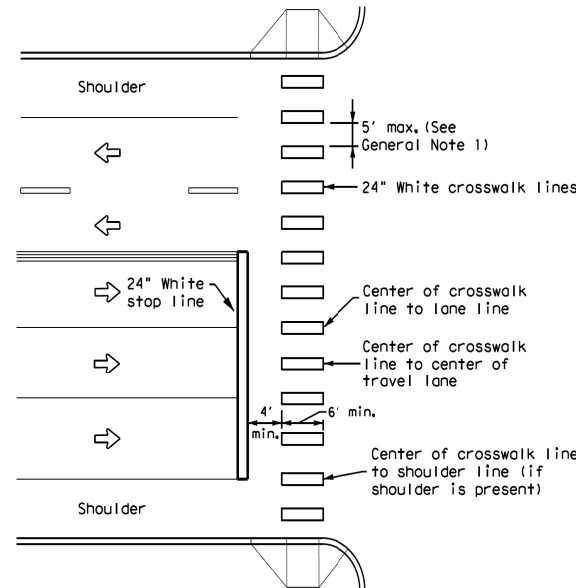
PM(3)-22

February 13, 2024

FILE	DATE	BY	CHK	DATE	CHK
0906	3-03	6-20			
4-98	3-03	6-20			
5-00	2-10	12-22			
8-00	2-12				
ODA					
REVISIONS	CONT	SECT	JOB	N/A	
0906	32	064			
21ST		COUNTY			
ODA		MIDLAND			
SHEET NO.					99

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DATE: 5/2024
FILE: \\450000s\45715\009\PM\CADD\Sheets\XC-DTLS-PM-04-45715-009.dgn



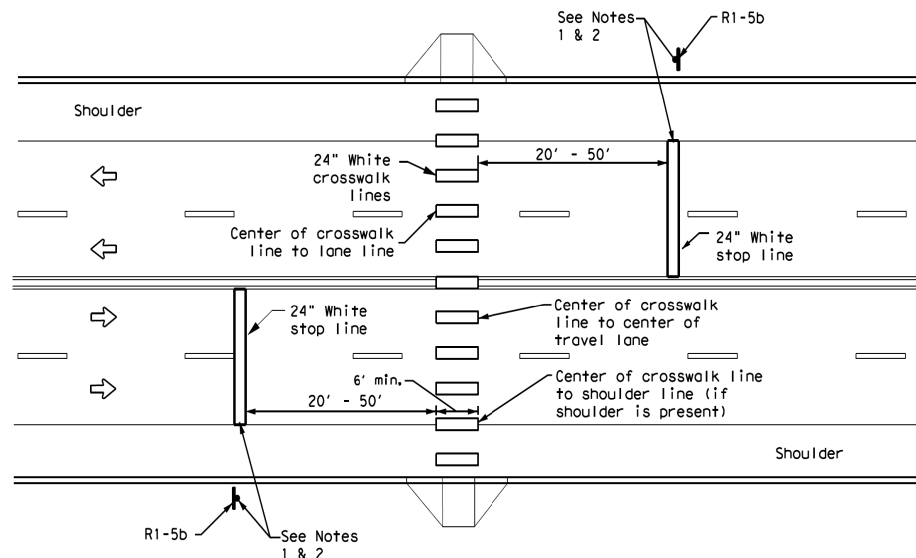
HIGH-VISIBILITY LONGITUDINAL CROSSWALK
AT CONTROLLED APPROACH

GENERAL NOTES

1. Longitudinal crosswalk lines should not be placed in the wheel path of vehicles. Center the crosswalk lines on travel lanes, lane lines, and shoulder lines (if present).
2. A minimum 6" clear distance shall be provided to the curb face. If the last crosswalk line falls into this distance it must be omitted.
3. For divided roadways, adjustments in spacing of the crosswalk lines should be made in the median so that the crosswalk lines are maintained in their proper location across the travel portion of the roadway.
4. At skewed crosswalks, the crosswalk lines are to remain parallel to the lane lines.
5. Each crosswalk shall be a minimum of 6' wide.
6. The High-Visibility Longitudinal Crosswalk is the preferred crosswalk pattern on State Highways. Other crosswalk patterns as shown in the "Texas Manual on Uniform Traffic Control Devices" may be used. All crosswalk designs and dimension shall comply with the "Texas Manual on Uniform Traffic Control Devices."
7. Final placement of Stop Bar and Crosswalk shall be approved by the Engineer in the field.

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



PACKET

UNSIGNALIZED MIDBLOCK HIGH-VISIBILITY
LONGITUDINAL CROSSWALK

23.126

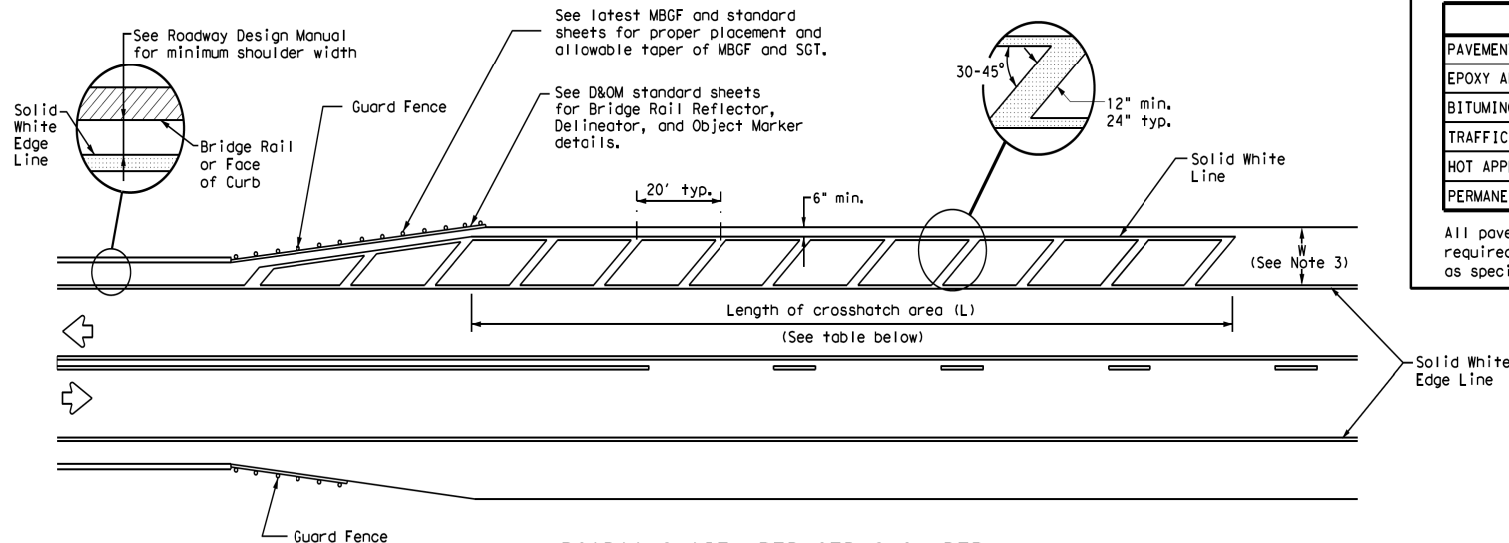
NOTES:

1. Use stop bars with Stop Here For Pedestrians (R1-5b) signs at unsignalized midblock crosswalks.
2. Use stop bars with STOP HERE ON RED (R10-6 or R10-6a) signs at mid block crosswalks controlled by traffic signals or pedestrian hybrid beacons.

		Traffic Safety Division Standard	
CROSSWALK PAVEMENT MARKINGS			
PM(4)-22A			
February 13, 2024			
FILE	DATE	BY	CHK
© TxDOT December 2022	0906	32	064
REVISIONS		JOB	
6-20	0906	32	064
6-22	0906	32	064
12-22	0906	32	064
ODA	MIDLAND		100
SHEET NO.			

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DATE: 1/5/2024
 FILE: at \450000s\45715\009 PM\CADD Sheets\C-DTLS-PM-05-45715-009.dgn



ROADWAYS WITH REDUCED SHOULDER WIDTHS ACROSS BRIDGE OR CULVERT

CROSSHATCH LENGTH (L)	
Posted Speed (MPH)	L (ft)
30	300 ft
35	
40	
45	
50	500 ft
55	
60	
65	
70	

PACKET

23.127

NOTES

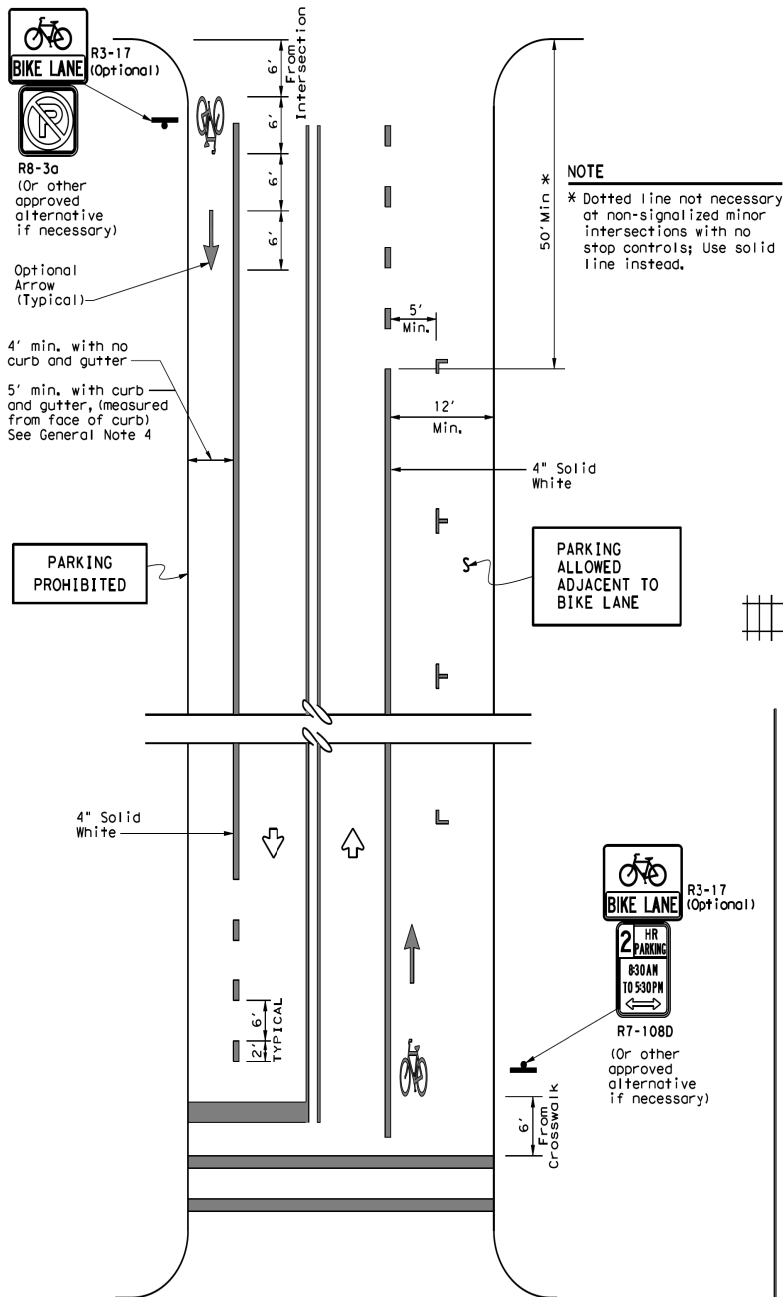
- Edge line striping shall be as shown in the plans or as directed by the Engineer. The edge line should not be placed less than 4 inches from the bridge rail or face of curb or 6 inches from the edge of pavement. This distance may vary due to pavement raveling or other conditions.
- No-passing zone on bridge approach is optional. If used, the no-passing zone shall be a minimum 500 feet long from the beginning of the bridge.
- The crosshatching should be required if the shoulder width in advance of the bridge is 4 feet or wider and a reduction of at least 3 feet in shoulder width across the bridge occurs.
- On divided highways, review both the right and left shoulder widths for the need for narrow bridge pavement markings.

MATERIAL SPECIFICATIONS

PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.

				Traffic Safety Division Standard	
PAVEMENT MARKINGS FOR ROADWAYS WITH REDUCED SHOULDER WIDTHS ACROSS BRIDGE OR CULVERT					
PM(5) - 22					
FILED	DATE: 1/5/2024	BY: TxDOT	CHK: TxDOT	DATE: TxDOT	CHK: TxDOT
CONT	REVISIONS	SECT	JOB	HIGHWAY	
	0906	32	064	N/A	
DIST	COUNTY	ODA	SHEET NO.		
	MIDLAND		101		



NOTES

1. Bicycle lane pavement markings typically repeated after each intersection or signalized driveway.
2. On uninterrupted sections of roadway, bicycle lane pavement markings typically repeated as follows:

PACKET for 45 MPH or less roads
for 50 MPH or greater roads.

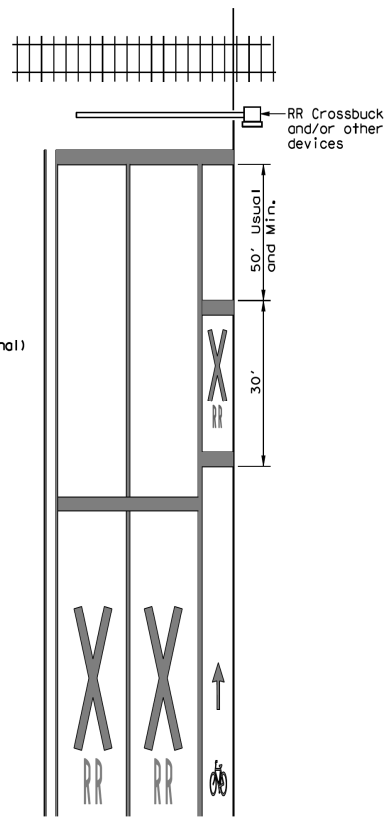
TWO-WAY STREET

GENERAL NOTES

1. All bicycle lane pavement markings shall be white unless otherwise noted.
2. All pavement marking materials shall meet the required Department Material Specifications as specified by the plans.
3. Exact sign placement and details are shown elsewhere in the plans.
4. The current edition of AASHTO'S Guide for the Development of Bicycle Facilities should be referenced for variations in design, other geometric conditions, and lane width options.
5. Other bicycle lane symbol or word markings as shown in the Texas Manual on Uniform Traffic Control Devices may be used. Details for words, arrows and symbols as shown in the Standard Highway Sign Designs for Texas.
6. The "BIKE LANE" (R3-17) sign with the "AHEAD" (R3-17a) sign mounted directly below should be installed in advance of the beginning of a marked bike lane.
7. The "BIKE LANE" (R3-17) sign with the "END" (R3-17b) sign mounted directly below should be installed at the end of marked bicycle lane.

LEGEND	
	Sign
	Traffic Flow

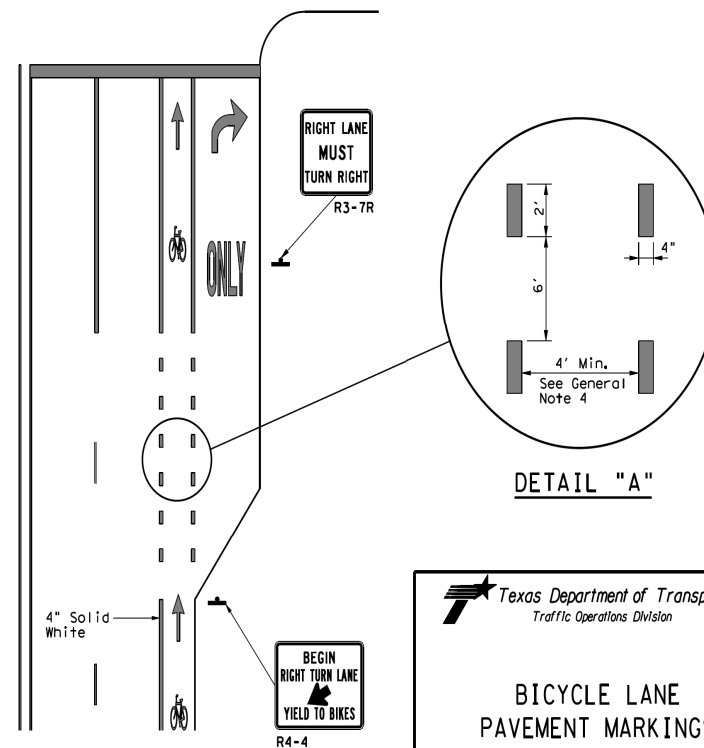
SPECIFICATION REFERENCE TABLE	
Traffic Paint	DMS-8200
Hot Applied Thermoplastic	DMS-8220
Permanent Prefabricated Pavement Markings	DMS-8240
Glass Traffic Beads	DMS-8290



(See RCMP Standard for travel lane details)

23.128

RAILROAD CROSSING APPROACH



Texas Department of Transportation
Traffic Operations Division

BICYCLE LANE PAVEMENT MARKINGS

BLPM-10

February 13, 2024

REVISIONS	DATE	BY	CHK	APP	DATE	BY	CHK	APP
0906	32	064	N/A					
DIST	COUNTY							
ODA	MIDLAND							

DATE: 1/5/2024
FILE: C:\450000\45715\009\PM\CADD\Sheets\CD-DTL-ED1-45715-009.dgn

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GENERAL NOTES FOR ALL ELECTRICAL WORK

1. The location of all conduits, junction boxes, ground boxes, and electrical services is diagrammatic and may be shifted to accommodate field conditions.
2. Provide new and unused materials. Ensure that all materials and installations comply with the applicable articles of the National Electrical Code (NEC), TxDOT standards and specifications, National Electrical Manufacturers Association (NEMA), and are listed by Underwriters Laboratories (UL) or a Nationally Recognized Testing Lab (NRTL). NRTLs such as Canadian Standard Association (CSA), Intertek Testing Services NA Inc., or FM Approvals LLC can be considered equivalent to UL. Where reference is made to NEMA listed devices, International Electrotechnical Commission (IEC) listed devices will not be considered an acceptable equal to a NEMA listed device. Acceptable devices may have both a NEMA and IEC listing. Faulty fabrication or poor workmanship in any material, equipment, or installation is justification for rejection. Replace or reinstall rejected material or equipment at no additional cost to the Department.
3. Miscellaneous nuts, bolts and hardware, except for high strength bolts, may be stainless steel when plans specify galvanized, provided the bolt size is 1/2 in. or less in diameter.
4. Provide the following test equipment as required by the Engineer to confirm compliance with the contract and the NEC: voltmeter, ammeter, megohm meter (1000 volt DC), ground resistance tester, torque wrenches, and torque screwdrivers. Ensure all equipment has been properly calibrated within the last year. Provide calibration certification to the Engineer upon request. Operate test equipment during inspection as requested by the Engineer.
5. Install grounding as shown on the plans and in accordance with the NEC. Ensure all metallic conduits; metal poles; luminaires; and metal enclosures are bonded to the equipment grounding conductor. Provide stranded bare copper or green insulated grounding conductors. Ground rods, connectors, and bonding jumpers are subsidiary to the various bid items.
6. When required by the Engineer, notify the Department in writing of materials from the Material Producers List (MPL) intended for use on each project. Prequalified materials are listed on the MPL on TxDOT's website under "Roadway Illumination and Electrical Supplies." No substitutions will be allowed for materials on this list.

CONDUIT

A. MATERIALS

1. Provide conduit, junction boxes, fittings, and hardware as per TxDOT Departmental Material Specification (DMS) 11030 "Conduit" and Item 618 "Conduit" of TxDOT's "Standard Specifications For Construction And Maintenance Of Highways, Streets, And Bridges," latest edition. Provide conduits listed under Item 618 on the MPL under "Roadway Illumination and Electrical Supplies." Provide conduit types according to the descriptive code or as shown on the plans. Do not substitute other types of conduits for those shown. Provide liquidtight flexible metal conduit (LFMC) when flexible conduit is called for on galvanized steel rigid metallic conduit (RMC) systems. Provide liquidtight flexible nonmetallic conduit (LFNC) when flexible conduit is called for on polyvinyl chloride (PVC) systems.
2. Provide galvanized steel RMC for all exposed conduits, unless otherwise shown on the plans. Properly bond all metal conduits.
3. Unless otherwise shown on the plans, provide junction boxes with a minimum size as shown in the following table, which applies to the greatest number of conductors entering the box through one conduit with no more than four conductors per box. When a mixture of conductor sizes is present, count the conductors as if all are of the larger size. For situations not applicable to the table, size junction boxes in accordance with NEC.

AWG	3 CONDUCTORS	5 CONDUCTORS	7 CONDUCTORS
#1	10" x 10" x 4"	12" x 12" x 4"	16" x 16" x 4"
#2	8" x 8" x 4"	10" x 10" x 4"	12" x 12" x 4"
#4	8" x 8" x 4"	10" x 10" x 4"	10" x 10" x 4"
#6	8" x 8" x 4"	8" x 8" x 4"	10" x 10" x 4"
#8	8" x 8" x 4"	8" x 8" x 4"	8" x 8" x 4"

4. Junction boxes with an internal volume of less than 100 cu. in. and supported by entering raceways must have threaded entries or hubs identified for the intended purpose and supported by connection of two or more rigid metal conduits. Secure conduit within 3 ft. of the enclosure or within 18 in. of the enclosure if all conduit entries are on the same side. Mechanically secure all junction boxes with an internal volume greater than 100 cu. inches.
5. Provide hot dipped galvanized cast iron or sand cast aluminum outlet boxes for junction boxes containing only 10 AWG or 12 AWG conductors. Do not use die cast aluminum boxes. Size outlet boxes according to the NEC.
6. Do not use intermediate metal conduit (IMC) or electrical metallic tubing (EMT) unless specifically required by the plan sheets. When EMT is called for, provide junction boxes made from galvanized steel sheeting, listed and approved for outdoor use, unless otherwise noted on the plans. Size all galvanized steel junction boxes in accordance with the NEC. Provide junction boxes for IMC conduit systems that meet the same requirements for junction boxes used with RMC systems.
7. Provide PVC outlet boxes intended for outdoor use on PVC conduit systems, unless otherwise noted on the plans.

8. Provide PVC elbows in PVC conduit systems, unless otherwise shown on the plans. Use only a flat, high tensile strength polyester fiber pull tape for pulling conductors through the PVC conduit system. When galvanized steel RMC elbows are specifically called for in the plans and any portion of the RMC elbow is buried less than 18 in., ground the RMC elbow by means of a grounding bushing on a rigid metal extension. Grounding of the rigid metal elbow is not required if the entire RMC elbow is encased in a minimum of 2 in. of concrete. PVC extensions are allowed on these concrete encased rigid metal elbows. RMC or PVC elbows are subsidiary to various bid items.
9. When required, provide High-Density Polyethylene (HDPE) conduit with factory installed internal conductors according to Item 622 "Duct Cable." At the Contractor's request and with approval by the Engineer, substitute HDPE conduit with no conductors for bored schedule 40 or schedule 80 PVC conduit bid under Item 618. Ensure bored HDPE substituted for PVC is schedule 40 and of the same size PVC called for in the plans. Ensure the substituted HDPE meets the requirements of Item 622, except that the conduit is supplied without factory-installed conductors. Make the transition of the HDPE conduit to PVC (or RMC elbow when required) at the bore pit. Provide conduit of the size and schedule as shown on the plans. Do not extend substituted conduit into ground boxes or foundations. Provide PVC or galvanized steel RMC elbows as called for at all ground boxes and foundations.
10. Use two-hole straps when supporting 2 in. and larger conduits. On electrical service poles, properly sized stainless steel or hot dipped galvanized one-hole standoff straps are allowed on the service riser conduit.

B. CONSTRUCTION METHODS

1. Provide and install expansion joint conduit fittings on all structure-mounted conduits at the structure's expansion joints to allow for movement of the conduit. In addition, provide and install expansion joint fittings on all continuous runs of galvanized steel RMC conduit externally exposed on structures such as bridges at maximum intervals of 150 ft. When requested by the project Engineer, supply manufacturer's specification sheet for expansion joint conduit fittings. Repair or replace expansion joint fittings that do not allow for movement at no additional cost to the Department. Provide the method of determining the amount of expansion to the Engineer upon request. Do not use LFMC or LFNC as a substitute for the required expansion conduit fittings.
2. Space all conduit supports at maximum intervals of 5 ft. Install conduit spacers when attaching metal conduit to surface of concrete structures. See "Conduit Mounting Options" on ED(2). Install conduit support within 3 ft. of all enclosures and conduit terminations.
3. Do not attach conduit supports directly to pre-stressed concrete beams except as shown specifically in the plans or as approved by the Engineer.
4. Unless otherwise shown on the plans, jack or bore conduit placed beneath existing roadways, driveways, sidewalks, or after the base or surfacing operation has begun. Backfill and compact the bore pits below the conduit per Item 476 "Jacking, Boring, or Tunneling Pipe or Box" prior to installing conduit or duct cable to prevent bending of the connections.
5. When placing conduit in the sub-grade of new roadways, backfill all trenches with excavated material unless otherwise noted on the plans. When placing conduit in the sub-base of new roadways, backfill all trenches with cement-stabilized base as per requirements of Items 110 "Excavation", 400 "Excavation and Backfill for Structures", 401 "Flowable Backfill", 402 "Trench Excavation Protection", and 403 "Temporary Special Shoring."
6. Provide and place warning tape approximately 10 in. above all trench conduit as per Item 618.
7. During construction, temporarily cap or plug open ends of all conduit and raceways immediately after installation to prevent entry of dirt, debris and animals. Temporary caps constructed of durable duct tape are allowed. Tightly fix the tape to the conduit opening. Clean out the conduit and prove it clear in accordance with Item 618 prior to installing any conductors.
8. Ensure conduit entry into the top of any enclosure is waterproof by installing conduit sealing hubs or using boxes with threaded bosses. This includes surface mounted safety switches, meter cans, service enclosures, auxiliary enclosures and junction boxes. Grounding bushings on water tight sealing hubs are not required.
9. Fit the ends of all PVC conduit terminations with bushings or bell end fittings. Provide and install a grounding type bushing on all metal conduit terminations.
10. Install a bonding jumper from each grounding bushing to the nearest ground rod, grounding lug, or equipment grounding conductor. Ensure all bonding jumpers are the same size as the equipment grounding conductor. Bonding of conduit used as a casing under roadways for duct cable is not required, if the duct extends the full length through the casing.
11. At all electrical services, install a 6 AWG solid copper grounding electrode conductor.
12. Place conduits entering ground boxes so that the conduit openings are between 3 in. and 6 in. from the bottom of the box. See the ground box detail on sheet ED(4).
13. Seal ends of all conduits with duct seal, expandable foam, or by other methods approved by the Engineer. Seal conduit immediately after completion of conductor installation and pull tests. Do not use duct tape as a permanent conduit sealant. Do not use silicone caulk as a conduit sealant.
14. File smooth the cut ends of all mounting strut and conduit. Before installing, paint the field cut ends of all mounting strut and RMC (threaded or non-threaded) with zinc rich paint (94% or more zinc content) to alleviate overspray. Use zinc rich paint to touch up galvanized material as allowed under Item 445 "Galvanizing." Do not paint non-galvanized material with zinc rich paint as an alternative for materials required to be galvanized.

		Traffic Operations Division Standard	
ELECTRICAL DETAILS CONDUITS & NOTES			
ED(1)-14			
FILE	DATE	CON	JOB
© TxDOT	October 2014	0906	064
REVISIONS		DIST	COUNTY
		ODA	MIDLAND
		SHEET NO.	103

ELECTRICAL CONDUCTORS

A. MATERIAL INFORMATION

1. Provide Type XHHW insulated conductors in accordance with Departmental Material Specification (DMS) 11040 "Conductors" and Item 620 "Electrical Conductors." Provide conductors as listed on the Material Producers List (MPL) on the Department web site under "Roadway Illumination and Electrical Supplies" Item 620. Color code insulated conductors in conformance with the NEC. Identify grounded (neutral) conductors with white insulation. Identify grounding conductors (ground wires) with green insulation or bare conductors. Identify ungrounded (hot) conductors with any color insulation except green, white, or gray. Keep color scheme consistent throughout the wiring system. Identify conductors 6 American Wire Gauge (AWG) and smaller by continuous color jacket. Identify electrical conductors 4 AWG and larger by continuous color jacket or by colored tape. When identifying conductors with colored tape, mark at least 6 in. of the conductor's insulation with half laps of tape.
2. Provide a solid copper 6 AWG grounding electrode conductor to bond the electrical service equipment to the concrete encased grounding electrode or the ground rod at the service location. Connect the grounding electrode conductor to the ground rod with a UL listed connector in accordance with DMS 11040. Connect the grounding electrode conductor to the concrete encased grounding electrode as shown in the plans.
3. Where two or more circuits are present in one conduit or enclosure, permanently identify the conductors of each branch circuit by attaching a non-metallic tag around both circuit conductors at each accessible location. Provide tags with two straps, large enough to indicate circuit number, letter, or other identification as shown in the plans. Print circuit identification on the tag with a permanent marker.
4. Use listed compression or screw type pressure connectors, terminal blocks, or split bolt connectors for splicing as specified in DMS 11040. Use hot melt adhesive tape to fill the gap and seal the ends of heat shrink tubing. Provide UL listed gel-filled insulating splice covers. Splicing materials, insulating materials, breakaway disconnects, splice covers, and fuse holders are subsidiary to various bid items.

B. CONSTRUCTION METHODS

1. Use only a flat, high tensile strength polyester fiber pull tape for pulling conductors through the conduit system. After installing conductors in conduit, perform conductor pull test. If a conductor cannot be freely pulled, make any needed alterations or repairs at no additional cost to the department. Perform insulation resistance tests in accordance with Item 620. Coordinate with the Engineer to witness the tests.
2. Leave 2 ft. minimum, 3 ft. maximum length for each conductor up to the splice in ground boxes. Leave 3 ft. minimum, 4 ft. maximum length of conductor in ground boxes when pulled through with no splice. Leave 1 ft. minimum, 1.5 ft. maximum length of conductor at enclosures, weatherheads and pole bases.
3. Make splices only in junction boxes, ground boxes, pole bases, or electrical enclosures and use only listed compression or screw type pressure connectors, terminal blocks, or split bolt connectors. Insulate splices with heavy wall heat shrink tubing or gel-filled insulating splice covers to provide a watertight splice. Overlap conductor insulation with heat shrink tubing a minimum of 2 in. past both sides of the splice. Where heat shrink tubing may not shrink sufficiently to provide a watertight seal around the individual conductors, prior to heating the tubing, increase the diameter of the conductor insulation using hot melt adhesive tape to provide a watertight seal between the individual conductors and the heat shrink tubing. Ensure the tape extends past the heat shrink tubing. Use hot melt adhesive tape to fill the gap and seal the ends of heat shrink tubing. Heat shrink tubing that appears to have been burned, or overheated, is considered defective and must be replaced.
4. Size and install gel-filled insulating splice covers according to manufacturer's specifications when used in place of heat shrink tubing.
5. Wire nuts with factory applied waterproof sealant may be used for 8 AWG or smaller conductors in above ground junction boxes, but not in pole bases or ground boxes. Install wire nuts in an upright position to prevent the accumulation of water.
6. Support conductors in illumination poles with a J-hook at the top of the pole.
7. When terminating conductors, remove the insulation and jacketing material without nicking the individual strands of the conductor. Conductors with nicked individual conductor strands or removed strands will be considered damaged.
8. Replace conductors and cables that are damaged beyond repair or that fail an insulation resistance test at no additional cost to the department.
9. Do not repair damaged conductors with duct tape, electrical tape, or wire nuts. Use only approved splicing methods.
10. Do not terminate more than one conductor under a single connector, unless the connector is rated for multiple conductors. Do not exceed the pressure connector's listing for maximum number and size of conductors allowed.
11. Install breakaway connectors on conductors bid under Item 620 whenever those conductors pass through a breakaway support device. Follow manufacturer's instructions when terminating conductors to breakaway connectors. Properly torque threaded breakaway connectors. Breakaway terminations are critical to the safe operation of breakaway devices. Fit waterproofing boots on breakaway connectors to fit snugly around the conductor to ensure waterproof connection. Only one conductor may enter a single opening in a boot. Provide waterproof boots with the correct number of openings. Leave unused openings factory sealed. Use prequalified breakaway connectors as shown on the MPL.

12. Provide and install a separate stranded equipment grounding conductor (EGC) in all conduits that contain circuit wiring of 50 volts or more. Unless shown elsewhere, size the EGC to be the same size as the largest current carrying conductor contained in the conduit. Ensure all EGCs are bonded together at every accessible location. For traffic signal installations, provide a minimum size 8 AWG EGC. The EGC is paid for under Item 620.

C. TEMPORARY WIRING

1. Install temporary conductors and electrical equipment in accordance with the NEC article "Temporary Installations" and Department standard sheets.
2. Provide a ground fault circuit interrupter (GFCI) for power outlets for portable electrical equipment, power tools, ice machines, ice storage bins and refrigerators located outdoors at grade. GFCI may be any one of the following: molded cord and plug set, receptacle, or circuit breaker type.
3. Use listed wire nuts with factory applied sealant for temporary wiring where approved.
4. Enclose conductor splices within a listed enclosure or ground box, or ensure the splices are more than 10 ft. above grade vertically and more than 5 ft. horizontally from any metal structure. Where installing temporary conductors in areas subject to vehicle traffic or mobile construction equipment, ensure the vertical clearance to ground is at least 18 ft. when measured at the lowest point. Ground messenger wires that support power conductors in conformance with the NEC.
5. Protect and when necessary repair any existing electrical conduits uncovered during the construction process in a timely manner and in conformance with the NEC.

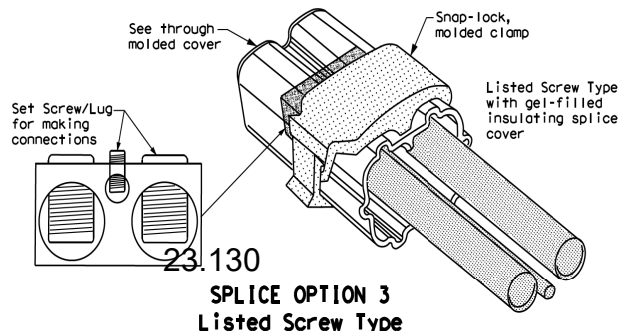
GROUND RODS & GROUNDING ELECTRODES

A. MATERIAL INFORMATION

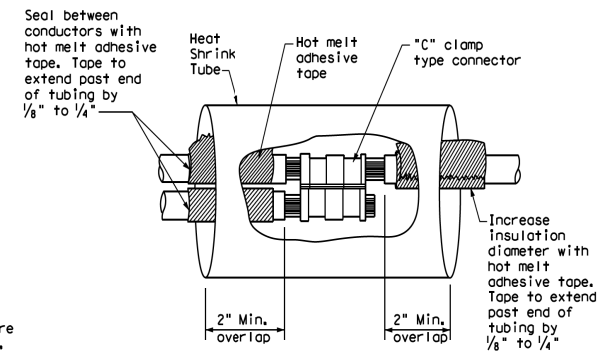
1. Provide and install a grounding electrode at electrical services. Provide ground rods according to DMS 11040 and the plans. Larger diameter or longer length rods may be called for in some specific locations, see the individual plans sheets. Concrete encased grounding electrodes may be called for in specific locations including electrical service, see individual plan sheets.

B. CONSTRUCTION METHODS

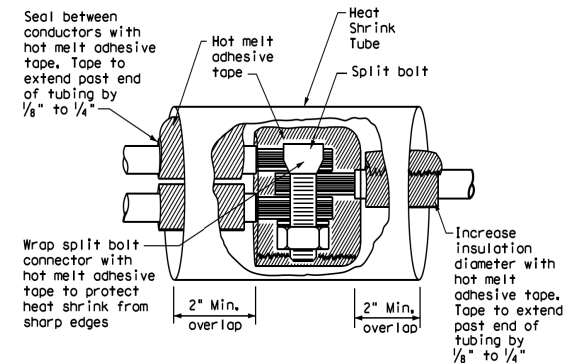
1. Furnish auxiliary ground rods for lightning protection and install in soil, concrete, or both, as called for in the plans. For ground rods installed in concrete, ensure the connection of the conductor to the ground rod is readily accessible for inspection or repairs. For ground rods installed in soil, ensure that the upper end is between 2 to 4 in. below finished grade.
2. Do not place ground rods in the same drilled hole as a timber pole.
3. Install ground rods so the imprinted part number is at the upper end of the rod.
4. Remove all non-conductive coatings such as concrete splatter from the rod at the clamp location.
5. Route all conductors as short and straight as possible for connection to lightning protection ground rods. When a bend is required, ensure a minimum radius bend of four inches for these conductors.
6. Unless otherwise called for in the plans, protect grounding electrode conductors with non-metallic conduit. When protecting grounding electrode conductors with metal conduit, provide and install a grounding type bushing and properly sized bonding jumper on each end of the metal conduit.
7. Written authorization is required before installing a ground rod in a horizontal trench for rocky soil or a solid rock bottom.



SPLICE OPTION 3
Listed Screw Type

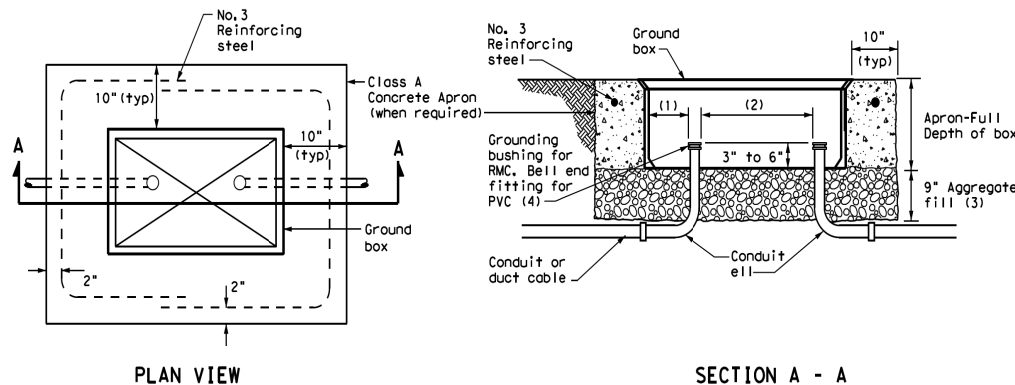


SPLICE OPTION 1
Compression Type



SPLICE OPTION 2
Split Bolt Type

		Traffic Operations Division Standard	
ELECTRICAL DETAILS CONDUCTORS			
ED(3)-14			
February 13, 2024			
FILED	DATE	BY	REVISIONS
0906	32	064	N/A
DIST	COUNTY	SHEET NO.	
ODA	MIDLAND	104	



APRON FOR GROUND BOX

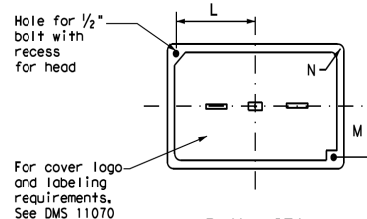
- (1) Uniformly space ends of conduits within the ground box. Position ends of conduits so that ground box walls do not interfere with the installation of grounding bushings or bell end fittings.
- (2) Maintain sufficient space between conduits to allow for proper installation of bushing.
- (3) Place aggregate under the box, not in the box. Aggregate should not encroach on the interior volume of the box.
- (4) Install a grounding bushing on the upper end of all RMC terminating in a ground box. Ground RMC elbows when any part of the elbow is less than 18 in. below the bottom of the ground box. Install a PVC bushing or bell end fitting on the upper end of all PVC conduits terminating in a ground box.

GROUND BOX DIMENSIONS

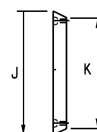
TYPE	OUTSIDE DIMENSIONS (INCHES) (Width x Length X Depth)
A	12 X 23 X 11
B	12 X 23 X 22
C	16 X 29 X 11
D	16 X 29 X 22
E	12 X 23 X 17

GROUND BOX COVER DIMENSIONS

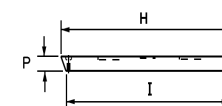
TYPE	DIMENSIONS (INCHES)							
	H	I	J	K	L	M	N	P
A, B & E	23 1/4	23	13 3/4	13 1/2	9 7/8	5 1/8	1 3/8	2
C & D	30 1/2	30 1/4	17 1/2	17 1/4	13 1/4	6 3/4	1 3/8	2



PLAN VIEW



END



SIDE

GROUND BOXES

A. MATERIALS

1. Provide polymer concrete ground boxes measuring 16x30x24 in. (WxLxD) or smaller in accordance with Departmental Material Specification (DMS) 11070 "Ground Boxes" and Item 624 "Ground Boxes."
2. Provide Type A, B, C, D, and E ground boxes as shown in the plans, and as listed on the Material Producers List (MPL) on the Department web site under "Roadway Illumination and Electrical Supplies," Item 624.
3. Ensure ground box cover is correctly labeled in accordance with DMS 11070.
4. Provide larger ground boxes in accordance with Item 624 and as shown in the plans.

B. CONSTRUCTION METHODS

1. Remove all gravel and dirt from conduit. Cap all conduits prior to placing aggregate and setting ground box. Provide Grade 3 or 4 coarse aggregate as shown on Table 2 of Item 302 "Aggregates for Surface Treatments." Ensure aggregate bed is in place and at least 9 inches deep, prior to setting the ground box. Install ground box on top of aggregate.
2. Cast ground box aprons in place. Reinforcing steel may be field bent. Ensure the depth of concrete for the apron extends from finished grade to the top of the aggregate bed under the box. Ground box aprons, including concrete and reinforcing steel, are subsidiary to ground boxes when called for by descriptive code.
3. Keep bolt holes in the box clear of dirt. Bolt covers down when not working in ground boxes.
4. Install all conduits and ells in a neat and workmanlike manner. Uniformly space conduits so grounding bushings and bell end fittings can easily be installed.
5. Temporarily seal all conduits in the ground box until conductors are installed.
6. Permanently seal conduits immediately after the completion of conductor installation and pull tests. Permanently seal the ends of all conduits with duct seal, expandable foam, or other method as approved. Do not use duct tape as a permanent conduit sealant. Do not use silicone caulk as a sealant.
7. When a ground rod is present in a ground box, bond all equipment grounding conductors together and to the ground rod with listed connectors.
8. When a type B or D ground box is stacked to meet volume requirements, it is allowable to cut an appropriately sized hole for conduit entry in the side wall at least 18 inches below grade.
9. If an existing ground box in the contract has a metal cover, bond the cover to the equipment grounding conductor with a 3 ft. long stranded bonding jumper the same size as the grounding conductor. The bonding jumper is subsidiary to various bid items. Verify existing ground boxes with metal covers are shown on the plans, with notes fully describing the work required.
10. If other ground boxes with metal covers are within the project limits but are not part of the contract, the Engineer may direct the Contractor to bond the metal covers, identifying the specific boxes in writing. This work will be paid for separately.
11. Bond metal ground box covers to the grounding conductor with a tank ground type lug.

PACKET

23.131

GROUND BOX COVER

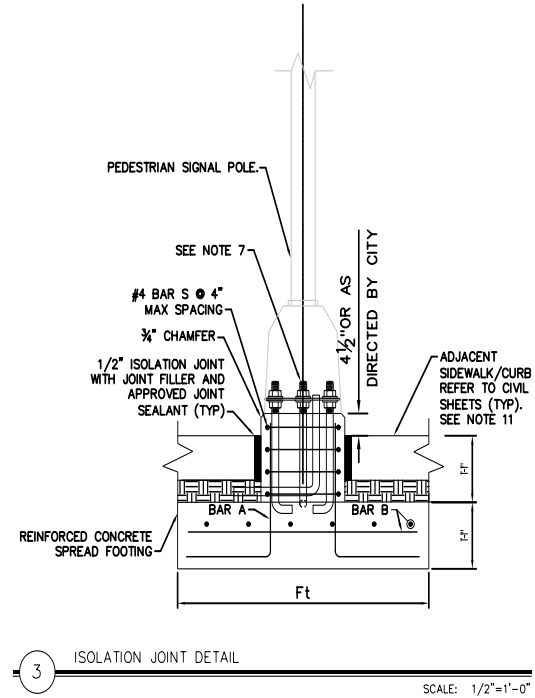
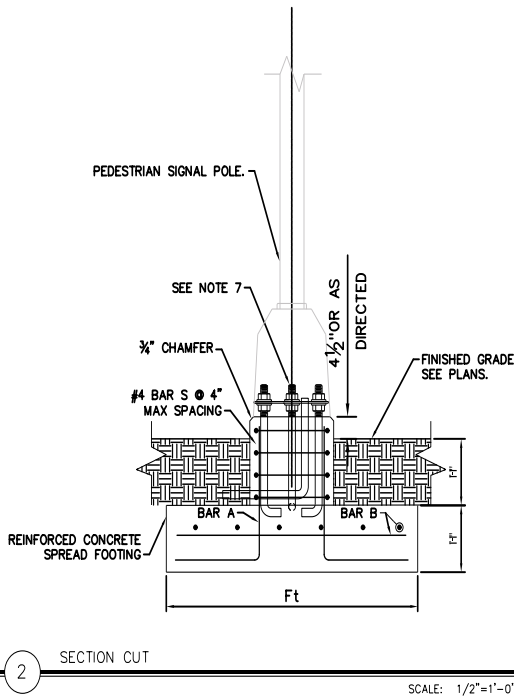
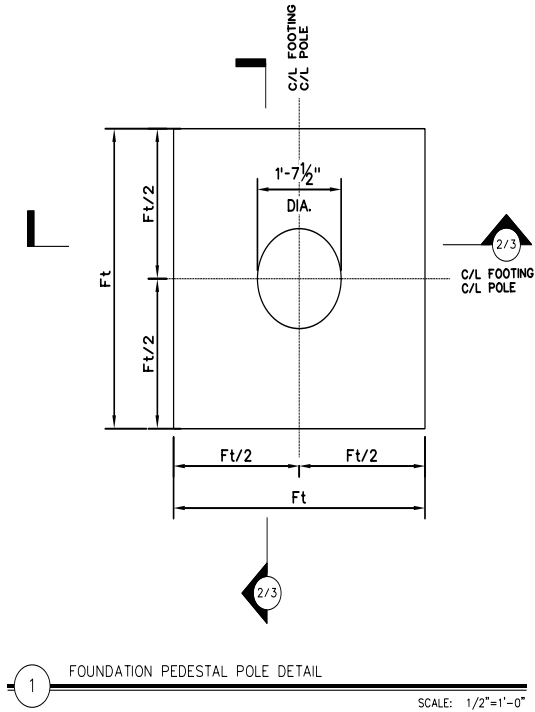
February 13, 2024

ELECTRICAL DETAILS GROUND BOXES

ED(4)-14

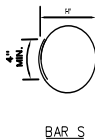
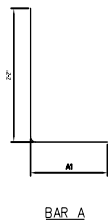
FILE	REV	DATE	BY	CHK	APP	DATE	BY	CHK	APP
© TxDOT October 2014									
REVISIONS	0906	32	064						
DIST			COUNTY						
ODA			MIDLAND						

Texas Department of Transportation
Traffic Operations
Division Standard



PEDESTRIAN POLE				
DESCRIPTION	Ft*	BAR A	"A1"	BAR B
10/14 FOOT POLE	5'-0"	#5 @ 9"	1'-9"	#4 @ 6"
5 FOOT POLE	3'-0"	#5 @ 9"	0'-9"	#4 @ 6"

* Ft DIMENSION SHALL APPLY TO LENGTH AND WIDTH. FOUNDATION SHALL BE SQUARE.



1. FOUNDATION IS DESIGNED IN ACCORDANCE WITH 2013 EDITION OF AASHTO STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES, AND TRAFFIC SIGNALS.
2. CONCRETE SHALL BE CAST AGAINST UNDISTURBED, IN-SITU MATERIAL.
3. ALL CONCRETE SHALL BE DESIGNED, MIXED, TRANSPORTED, AND PLACED IN ACCORDANCE WITH STANDARD SPECIFICATIONS FOR ALL CONSTRUCTION PROJECTS, AND THE LATEST EDITION OF ACI-318.
4. CONCRETE FOR STRUCTURES SHALL BE CLASS S AND HAVE A MINIMUM 28-DAY COMPRESSION STRENGTH OF 3,600 PSI.
5. ALL REINFORCING STEEL SHALL BE ASTM A-615 GRADE 60
6. ALL REINFORCING DIMENSIONS ARE TO OUTSIDE OF BAR UNLESS OTHERWISE NOTED.
7. JOINT SEALERS AND FILLERS SHALL BE IN ACCORDANCE WITH TXDOT ITEM 438 "CLEANING AND SEALING JOINTS." SUBMIT PRODUCT DATA FOR ALL JOINTS AND SEALANTS FOR APPROVAL.
8. ALL CLEAR COVER FOR REINFORCING SHALL BE 2" WHERE FORMED AND 3" WHERE CAST AGAINST EARTH, UNLESS OTHERWISE NOTED ON THE PLANS.
9. DESIGN IS BASED ON THE FOLLOWING GEOTECHNICAL ASSUMPTIONS.
 - 9.A. MINIMUM GROSS ALLOWABLE BEARING PRESSURE = 1.5 KSF
 - 9.B. MINIMUM ANGLE OF INTERNAL FRICTION = 20
 - 9.C. MINIMUM COEFFICIENT OF BASE FRICTION = 0.30
10. IF PAVEMENT ABOVE FOOTING IS PLACED DIRECTLY ON FOOTING, APPLY A BOND BREAKER TO THE TOP OF FOOTING.

HALFF ASSOCIATES, INC. ENGINEERS . SURVEYORS . SCIENTISTS PRELIMINARY - FOR INTERIM REVIEW ONLY			
THESE DOCUMENTS ARE FOR INTERIM REVIEW AND NOT INTENDED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES. THEY WERE PREPARED BY, OR UNDER THE SUPERVISION OF:			
DAVID M. SMITH Name	102401 PE#	1/5/2024 Date	
NO.	REVISION	BY	DATE
3417 FORD STREET, SUITE 12 LUBBOCK, TX 79424 TBP&S ENGINEERING FIRM #312			
TEXAS Department of Transportation © 2023			
W TEXAS AVE AND W ILLINOIS AVE PEDESTRIAN SAFETY IMPROVEMENTS SPREAD FOOTING PEDESTAL POLE FOUNDATION			
SCALE: NONE		Sheet 1 of 1	
DESIGN HALFF	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
HALFF	X	*	N/A
HALFF	STATE	DISTRICT	COUNTY
CHECK DMS	TEXAS	ODA	MIDLAND
CHECK JTH	CONTROL	SECTION	JOB
	0906	32	064
			106

PACKET

23.132

February 13, 2024

I. STORMWATER POLLUTION PREVENTION-CLEAN WATER ACT SECTION 402

TPDES TXR 150000: Stormwater Discharge Permit or Construction General Permit required for projects with 1 or more acres disturbed soil. Projects with any disturbed soil must protect for erosion and sedimentation in accordance with Item 506.

List MS4 Operator(s) that may receive discharges from this project. They may need to be notified prior to construction activities.

1. CITY OF MIDLAND

2.

☒ No Action Required ☐ Required Action

Action No.

1. Prevent stormwater pollution by controlling erosion and sedimentation in accordance with TPDES Permit TXR 150000
2. Comply with the SW3P and revise when necessary to control pollution or required by the Engineer.
3. Post Construction Site Notice (CSN) with SW3P information on or near the site, accessible to the public and TCEQ, EPA or other inspectors.
4. When Contractor project specific locations (PSL's) increase disturbed soil area to 5 acres or more, submit NOI to TCEQ and the Engineer.

II. WORK IN OR NEAR STREAMS, WATERBODIES AND WETLANDS CLEAN WATER ACT SECTIONS 401 AND 404

USACE Permit required for filling, dredging, excavating or other work in any water bodies, rivers, creeks, streams, wetlands or wet areas.

The Contractor must adhere to all of the terms and conditions associated with the following permit(s):

- ☒ No Permit Required
- ☐ Nationwide Permit 14 - PCN not Required (less than 1/10th acre waters or wetlands affected)
- ☐ Nationwide Permit 14 - PCN Required (1/10 to <1/2 acre, 1/3 in tidal waters)
- ☐ Individual 404 Permit Required
- ☐ Other Nationwide Permit Required: NWP# _____

Required Actions: List waters of the US permit applies to, location in project and check Best Management Practices planned to control erosion, sedimentation and post-project TSS.

- 1.
- 2.
- 3.
- 4.

The elevation of the ordinary high water marks of any areas requiring work to be performed in the waters of the US requiring the use of a nationwide permit can be found on the Bridge Layouts.

Best Management Practices:

Erosion

Sedimentation

Post-Construction TSS

- | | | |
|--|--|--|
| ☐ Temporary Vegetation | ☐ Silt Fence | ☐ Vegetative Filter Strips |
| ☐ Blankets/Matting | ☐ Rock Berm | ☐ Retention/Irrigation Systems |
| ☐ Mulch | ☐ Triangular Filter Dike | ☐ Extended Detention Basin |
| ☒ Sodding | ☐ Sand Bag Berm | ☐ Constructed Wetlands |
| ☐ Interceptor Swale | ☐ Straw Bale Dike | ☐ Wet Basin |
| ☐ Diversion Dike | ☐ Brush Berms | ☐ Erosion Control Compost |
| ☐ Erosion Control Compost | ☐ Erosion Control Compost | ☐ Mulch Filter Berm and Socks |
| ☐ Mulch Filter Berm and Socks | ☐ Mulch Filter Berm and Socks | ☐ Compost Filter Berm and Socks |
| ☐ Compost Filter Berm and Socks | ☐ Compost Filter Berm and Socks | ☐ Vegetation Lined Ditches |
| | ☐ Stone Outlet Sediment Traps | ☐ Sand Filter Systems |
| | ☐ Sediment Basins | ☐ Grassy Swales |

III. CULTURAL RESOURCES

Refer to TxDOT Standard Specifications in the event historical issues or archeological artifacts are found during construction. Upon discovery of archeological artifacts (bones, burnt rock, flint, pottery, etc.) cease work in the immediate area and contact the Engineer immediately.

☒ No Action Required ☐ Required Action

Action No.

- 1.
- 2.
- 3.
- 4.

IV. VEGETATION RESOURCES

Preserve native vegetation to the extent practical. Contractor must adhere to Construction Specification Requirements Specs 162, 164, 192, 193, 506, 730, 751, 752 in order to comply with requirements for invasive species, beneficial landscaping, and tree/brush removal commitments.

☒ No Action Required ☐ Required Action

Action No.

- 1.
- 2.
- 3.
- 4.

V. FEDERAL LISTED, PROPOSED THREATENED, ENDANGERED SPECIES, CRITICAL HABITAT, STATE LISTED SPECIES, CANDIDATE SPECIES AND MIGRATORY BIRDS.

☒ No Action Required ☐ Required Action

Action No.

- 1.
- 2.
- 3.
- 4.

If any of the listed species are observed, cease work in the immediate area, do not disturb species or habitat and contact the Engineer immediately. The work may not remove active nests from bridges and other structures during nesting season of the birds associated with the nests. If caves or sinkholes are discovered, cease work in the immediate area, and contact the Engineer immediately.

LIST OF ABBREVIATIONS

BMP: Best Management Practice	SPCC: Spill Prevention Control and Countermeasure
COP: Construction General Permit	SW3P: Storm Water Pollution Prevention Plan
DSHS: Texas Department of State Health Services	PCN: Pre-Construction Notification
FHWA: Federal Highway Administration	PSL: Project Specific Location
MOU: Memorandum of Understanding	TPDES: Texas Commission on Environmental Quality
MS4: Municipal Separate Stormwater Sewer System	TPWD: Texas Parks and Wildlife Department
MTBA: Migratory Bird Treaty Act	TxDOT: Texas Department of Transportation
NOT: Notice of Termination	TRE: Threatened and Endangered Species
NWP: Nationwide Permit	USACE: U.S. Army Corps of Engineers
NOI: Notice of Intent	USFWS: U.S. Fish and Wildlife Service

VI. HAZARDOUS MATERIALS OR CONTAMINATION ISSUES

General (applies to all projects):

Comply with the Hazard Communication Act (the Act) for personnel who will be working with hazardous materials by conducting safety meetings prior to beginning construction and making workers aware of potential hazards in the workplace. Ensure that all workers are provided with personal protective equipment appropriate for any hazardous materials used.

Obtain and keep on-site Material Safety Data Sheets (MSDS) for all hazardous products used on the project, which may include, but are not limited to the following categories: Paints, acids, solvents, asphalt products, chemical additives, fuels and concrete curing compounds or additives. Provide protected storage, off bare ground and covered, for products which may be hazardous. Maintain product labelling as required by the Act. Maintain an adequate supply of on-site spill response materials, as indicated in the MSDS. In the event of a spill, take actions to mitigate the spill as indicated in the MSDS, in accordance with safe work practices, and contact the District Spill Coordinator immediately. The Contractor shall be responsible for the proper containment and cleanup of all product spills.

Contact the Engineer if any of the following are detected:

- * Dead or distressed vegetation (not identified as normal)
- * Trash piles, drums, canister, barrels, etc.
- * Undesirable smells or odors
- * Evidence of leaching or seepage of substances

Does the project involve any bridge class structure rehabilitation or replacements (bridge class structures not including box culverts)?

☐ Yes ☒ No

If "No", then no further action is required.

If "Yes", then TxDOT is responsible for completing asbestos assessment/inspection.

Are the results of the asbestos inspection positive (is asbestos present)?

☐ Yes ☒ No

If "Yes", then TxDOT must retain a DSHS licensed asbestos consultant to assist with the notification, develop abatement/mitigation procedures, and perform management activities as necessary. The notification form to DSHS must be postmarked at least 15 working days prior to scheduled demolition.

If "No", then TxDOT is still required to notify DSHS 15 working days prior to any scheduled demolition.

In either case, the Contractor is responsible for providing the date(s) for abatement activities and/or demolition with careful coordination between the Engineer and asbestos consultant in order to minimize construction delays and subsequent claims.

Any other evidence indicating possible hazardous materials or contamination discovered on site. Hazardous Materials or Contamination Issues Specific to this Project:

☒ No Action Required ☐ Required Action

Action No.

- 1.
- 2.
- 3.

VII. OTHER ENVIRONMENTAL ISSUES

(Includes regional issues such as Edwards Aquifer District, etc.)

☒ No Action Required ☐ Required Action

Action No.

- 1.
- 2.
- 3.

 Texas Department of Transportation		Design Division Standard	
ENVIRONMENTAL PERMITS, ISSUES AND COMMITMENTS			
EPIC			
February 13, 2024			
FILE: 0910000			
© TxDOT: February 2015		CONT	SECT
REVISIONS		0906	32
12-13-2011 1001		JOB	
05-07-14 ADDED NOTE SECTION 14.		064	
01-23-2015 SECTION 1 CHANGED ITEM 1122 TO ITEM 506, ADDED GRASSY SHALES.		N/A	
DIST		COUNTY	SHEET NO.
ODA		MIDLAND	107



City Council Meeting

Item Number: 24
Meeting Date: February 13, 2024
To: City Council / City Manager
From: Zayda Wakley, Court Administrator
Subject: MOTION AUTHORIZING THE ACCEPTANCE OF A DONATION CONSISTING OF ARTWORKS CREATED BY JEANNE MORALES; SAID ARTWORKS TO BE KEPT AND DISPLAYED AT THE MIDLAND MUNICIPAL COURT (DISTRICT: ALL) (MUNICIPAL COURT)

Purpose:

MOTION ACCEPTING AN ART DONATION OF PAINTINGS DONATED BY JEANNE MORALES

Recommended City Council Action:

Approve

Fiscal Impact:

None

Strategic Priority:

Quality of Life and Place

Discussion:

N/A

Morris Williams Jr.

City Manager's Office



City Council Meeting

Item Number: 25
Meeting Date: February 13, 2024
To: City Council / City Manager
From: Carl Craig, Director
Subject: MOTION AUTHORIZING THE EXECUTION OF A SANITARY SEWER DISCHARGE LICENSE AGREEMENT WITH AGRI-EMPRESA TRANSLOAD AND STORAGE, LLC (DISTRICT: ALL) (UTILITIES)

Purpose:

Execution of a sanitary sewer discharge license with Agri-Empresa Transload and Storage, LLC for the purpose of disposing wastewater at 2907 S CR 2050, Midland, Texas 79706.

Recommended City Council Action:

Approve

Fiscal Impact:

\$1,500 one-time license fee, monthly base rate of \$21.79 and then \$0.88 per thousand gallons of discharge thereafter.

Strategic Priority:

Quality of Life and Place

Discussion:

Texas Commission on Environmental Quality (TCEQ) regulations and City ordinance 3-1-24 requires a discharge license for disposal of industrial waste into the City of Midland's sanitary sewer collection system.

Pre t. Out

City Manager's Office

DISCHARGE LICENSE

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND §

THIS DISCHARGE LICENSE AGREEMENT (“Agreement”) is effective this 23 day of January 2024, by and between THE CITY OF MIDLAND, TEXAS, a home rule municipal corporation, hereinafter called “Licensor,” and Agri-Empresa Transload and Storage, LLC, hereinafter called “Licensee.”

Licensee desires the use of certain public sanitary sewers within the City of Midland, Texas, for the purposes set forth below.

It is the position of Licensor that Licensee must obtain a license in order to use the public sanitary sewers.

W I T N E S S E T H:

For and in consideration of the execution of this Agreement and the mutual promises and covenants of the parties hereto, it is mutually promised, understood, and agreed as follows, to wit:

I. Term

This Agreement shall be for a term of five (5) years, commencing with the date of this Agreement written above, the “Commencement Date,” unless terminated earlier as provided hereafter. Either party may terminate this Agreement at will for no or any reason upon giving at least ninety (90) days written notice to the other. The parties to this

Agreement understand and agree that it is in Licensor's sole discretion to cancel this Agreement during the term of this Agreement without penalty to Licensor. The parties have no expectations and have received no guarantees that this Agreement will not be terminated before the end of this 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 this Agreement. All work and services under this Agreement shall be suspended upon termination of this Agreement becoming effective.

II. Financial Considerations

In further consideration for the rights herein granted to Licensee, Licensee shall pay Licensor a one-time License Fee in the sum of ONE THOUSAND FIVE HUNDRED and No/100 Dollars (\$1,500.00). This License is not effective until Licensor receives the License Fee of (\$1,500.00), which shall be paid to Licensor on or before 23 day of January, 2024.

In addition to the License Fee, Licensee shall also pay to Licensor a monthly Discharge Fee for every one thousand (1,000) gallons discharged. At the time of the execution of this Agreement, Licensee shall pay the current base sewer rate of **Twenty-One Dollars and 79/100 (\$21.79)** for the first two thousand (2,000) gallons and then **Eighty-Eight cents (\$0.88)** for each additional one thousand (1,000) gallons thereafter. Licensor and Licensee understand and agree that the Discharge Fee changes periodically pursuant to applicable ordinances in the Midland City Code. Licensor shall notify Licensee

of any changes in the Discharge Fee, and any change shall be effective during the next full month for which payment is due. All Discharge Fees shall be due on or before the last business day of each month.

Licensee shall also pay a monthly surcharge fee for discharge of wastewater containing 5-day Biochemical Oxygen Demand (BOD) greater than 250 milligrams per liter (mg/L); Chemical Oxygen Demand (COD) greater than 450 mg/L; Total Suspended Solids (TSS) greater than 250 mg/L; and Total Kjeldahl Nitrogen (TKN) greater than 50 mg/L. The surcharge fee will be assessed according to the following formula each month using the most current pollutant concentration data and the current month's wastewater discharge volume:

If COD concentration greater than 450 mg/l, surcharge will be calculated:

$$S = V * 8.34 * (A*[COD-450] + C*[TSS-250] + D*[TKN-50])$$

If the COD concentration is less than 450 mg/l, the surcharge will be calculated:

$$S = V * 8.34 * (B*[BOD-250] + C*[TSS-250] + D*[TKN-50])$$

S – Total monthly surcharge fee in dollars (\$)

V – Monthly wastewater flow in a million gallons (MG)

A – The unit cost of treatment per pound of COD (**\$0.20/lb COD**)

B – The unit cost of treatment per pound of BOD (**\$0.36/lb BOD**)

C – The unit cost of treatment per pound of TSS (**\$0.30/lb TSS**)

D – The unit cost of treatment per pound of TKN (**\$0.76/lb TKN**)

COD – Average concentration of COD in discharge (mg/L)

BOD – Average concentration of 5-day BOD in discharge (mg/L)

TSS – Average concentration of TSS in discharge (mg/L)

TKN – Average concentration of TKN in discharge (mg/L)

The License Fee and Discharge Fee payments 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. The License Fee and Discharge Fee payments shall be made to Licensor at the office of the Director of Utilities, P. O. Box 1152, Midland, Texas, 79702.

III. Use

1. Licensee shall be allowed to dispose of water produced from the facility's Reverse Osmosis System. Agri-Empresa Transload and Storage, LLC Facility. Reverse osmosis serves as the water treatment method employed to eliminate contaminants from the water. The process comprises several distinct steps: water is initially sourced from dedicated water wells and transferred to a storage tank. Subsequently, it is conveyed to the Reverse Osmosis (RO) Unit for treatment. Following treatment, the purified water is either directed to an RO water storage tank for intended use or routed to a separate storage tank. The water produced through this process then discharges into the sanitary sewer at a rate of approximately 75,000 gallons per week. The estimated discharge rate of 15,000 gallons per 24 hours is disposed of by means of a

Reverse Osmosis System into Licensor's sanitary sewer system at the Agri-Empresa property located at 2907 South CR 2050, Midland, Texas 79706 until this Agreement terminates.

2. Before Licensee discharges any wastewater into Licensor's sanitary sewer system, Licensee shall test such wastewater for the reduction of metal content to a level below each of the respective limits outlined in the City of Midland's Code of Ordinances, Section 3-1-24 Sewage Quality Control. Licensee may begin discharging such wastewater into the sanitary sewer system immediately upon delivery of the test results and approval from the Director of Utilities or the Director's designee.

3. After commencing the discharge of wastewater into Licensor's sanitary sewer system, Licensee shall monitor and test the wastewater for metal content, 5-day Biochemical Oxygen Demand (BOD), Oil and Grease (O&G), Toxicity Characteristics Leaching Procedures (TCLPs), Polychlorinated Biphenyls (PCBs), Chemical Oxygen Demand (COD), Total Suspended Solids (TSS), and Total Kjeldahl Nitrogen (TKN) concentrations monthly or as designated in writing by the Director of Utilities or the Director's designee and pay surcharge fees as noted in Section II of this discharge license. Licensee shall provide Licensor's Director of Utilities or the Director's designee a copy of the results from each wastewater test conducted as required herein within three (3) business days after receiving said results. In addition to the results, Licensee shall provide any manifests for liquid waste transport and disposal for all customers to the Director of

Utilities or the Director's designee upon request.

4. Licensee shall discontinue disposing of such wastewater in the sanitary sewer system at any time that such test results indicate that the chemical(s) content is greater than the limits outlined in the City of Midland's Code of Ordinances, Section 3-1-24 Sewage Quality Control. Thereafter, Licensee may not dispose of such wastewater in the sanitary sewer system until Licensee has reduced the chemical(s) content to a level at or below the limits set forth in the City of Midland's Code of Ordinances, Section 3-1-24 Sewage Quality Control and has provided test results reflecting such to the Director of Utilities or the Director's designee. Further, Licensee shall again monitor and test the wastewater on a periodic basis in accordance with the schedule outlined below or as designated in writing by the Director of Utilities or the Director's designee:

a. Commencing with the first day and up to the fourteenth day after a failed test, test every three (3) days.

b. Day fifteen (15) to day seventy (70), test not less than once every fourteen (14) days.

c. After day seventy (70), test not less than once every thirty (30) days unless the Director of Utilities or the Director's designee, in their sole discretion, issue written authorization providing for less frequent testing based on the results of the previous tests conducted during day one (1) up to day seventy (70) of Section III, Paragraph 4(a) and (b) of this discharge license.

5. Licensors shall be permitted to gain access to properties as necessary for the purpose of inspection, observation, measurement, and sampling to test the wastewater being disposed of in the sanitary sewer system at any time. The cost of such test shall be borne by Licensee. If the test indicates a chemical content level that exceeds any of the limits set forth in the City of Midland's Code of Ordinances, Section 3-1-24 Sewage Quality Control, Licensors shall immediately notify Licensee and provide Licensee with a copy of the test results.

6. Licensors' Director of Utilities or the Director's designee shall determine the manner and the location such wastewater will be discharged into the sanitary sewer system. Licensors' Director of Utilities or the Director's designee shall have the right to order Licensee to discontinue disposing of such wastewater in the sanitary sewer system at any time Licensors determine that the amount or quality of such wastewater endangers the operation of the sanitary sewer system.

7. Notwithstanding any or other provisions, Licensee shall at all times during the term of this Agreement comply with all applicable federal, state, and local laws regarding Licensee's activities pursuant to this Agreement, including but not limited to any policy of the City of Midland, Texas, Municipal Code and all applicable Section of the City of Midland's Code of Ordinances, as may be amended, said sections being hereby incorporated by reference and made a part of this Agreement for all legal purposes. Failure to abide by any such law or policy mentioned herein constitutes grounds for the immediate

termination of this Agreement.

FURTHER, LICENSEE AGREES TO INDEMNIFY, DEFEND, AND HOLD LICENSOR, ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, AND AGENTS HARMLESS FROM ANY FINES, PENALTIES, OR COSTS, INCLUDING BUT NOT LIMITED TO REQUIRED REMEDIATIVE COSTS WHICH MAY BE ASSESSED AGAINST LICENSOR BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY, THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, OR ANY OTHER GOVERNMENTAL ENTITY WITH APPROPRIATE JURISDICTION, AND WHICH DIRECTLY RESULT FROM LICENSEE’S ACTIVITIES PURSUANT TO THIS DISCHARGE LICENSE (HEREINAFTER IN THIS PARAGRAPH CALLED “THE PENALTIES”) AND ALL. LICENSOR SHALL ATTEMPT TO GIVE LICENSEE WRITTEN NOTICE NO LATER THAN SIXTY (60) BUSINESS DAYS AFTER LICENSOR RECEIVES WRITTEN NOTICE OF THE PENALTIES AND SHALL ALLOW LICENSEE TO CONTEST OR DEFEND THE PENALTIES IF LICENSEE SO DESIRES. LICENSOR SHALL REASONABLY COOPERATE WITH LICENSEE IN THE DEFENSE OF THE PENALTIES.

IV. Standard General Conditions

1. **Insurance** – Licensee shall provide and maintain in force throughout the term of this license at its own expense, insurance coverage with minimum limits as follow:
 - (a) Worker’s Compensation - statutory with subrogation waived against Licensor;

(b) Employer's Liability - \$500,000 for each occurrence;

(c) General Liability, including Bodily Injury, Property Damage, and Contractual Liability - \$5,000,000 combined single limit, shall be on a per project aggregate, including completed operations, and shall be on an occurrence basis; and

(d) Automotive Liability, including Bodily Injury and Property Damage - \$1,000,000 combined single limit, each occurrence.

Licensee shall also carry such Sudden, Accident, and Nonsudden Pollution insurance as may be required by the Federal Resource Conservation and Recovery Act of 1976, as amended ("RCRA"), in amounts and scope of not less than those required by RCRA. Licensee shall furnish to Licensor certificates of insurance evidencing the coverages required above prior to commencing discharge into Licensor's sanitary sewer system. Each such certificate shall contain a statement of the insurer's obligation to notify Licensor at least thirty (30) days prior to cancellation of any policy covered thereunder. Such insurance shall be written with insurance companies authorized to do business in the State of Texas and acceptable to Licensor, and all insurance policies except worker's compensation shall include Licensor as an additional insured and shall cover all of Licensee's contractors and subcontractors. Copies of the required policies of insurance that have been issued or certificates evidencing proof of said policies shall be deposited with Licensor prior to commencing the discharge of wastewater into Licensor's sanitary sewer system. Notwithstanding anything herein to the contrary, Licensee shall at all times be in compliance with all applicable federal, state, and local laws, regulations, and rules

regarding financial responsibility as related to the activities authorized by this Agreement. All insurance required above shall provide a waiver of subrogation in favor of Licensor. The parties agree that, prior to the execution of this Agreement, Licensee shall provide one or more certificates of insurance showing that the requirements of this paragraph have been met and specifically containing, without limitations, the following endorsement:

“The City of Midland is included as an additional insured on all policies except for Worker’s Compensation. Licensee and Insurer hereby waive all rights of subrogation with respect to claims against the City of Midland, its agents, employees, and officers, on all insurance policies.”

2. **INDEMNITY –LICENSEE WILL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR AND ALL OF LICENSEE’S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSES, 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 LICENSEE, ITS AGENTS, OFFICERS OR EMPLOYEES IN THE EXECUTION, SUPERVISION, AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, AND 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 SUITS, ACTIONS, 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 AND 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 OFFICERS NEGLIGENCE, IN THE EXECUTION, SUPERVISION, AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT AND LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY OF LICENSOR'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

Licensee shall at all times be regarded as an independent contractor and shall not at

any time act as an agent for Licensor or be considered the same.

3. **Assignment** - The rights granted by this license inure are solely to the benefit of Licensee. The rights and privileges set forth herein shall not be assignable without the express written consent of the City Manager.

4. **Notice** - Any notice or communication required in the administration of this License shall be sent to Licensor as follows: City Manager, City of Midland, P.O. Box 1152, Midland, Texas, 79702.

Any notice or communication required in the administration of this license shall be sent to Licensee as follows: (add name and address of licensee)

5. **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 by Licensee shall be considered an officer, agent, servant, or employee of Licensor. 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. Licensee 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. Licensors do not have the power to direct the order in which the work is done. Licensors shall not have the right to control the means, methods, or details of Licensee’s work. Licensee shall assume the exclusive responsibility for the work. Licensee is entirely free to do the work in its own way.

6. **WAIVER OF ATTORNEY’S FEES - BY EXECUTING THIS AGREEMENT, LICENSEE AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST LICENSOR, REGARDING THE AWARD OF ATTORNEY’S FEES, WHICH ARE IN ANY WAY RELATED TO THIS AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS AGREEMENT. LICENSEE SPECIFICALLY AGREES THAT IF LICENSEE 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, 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 AGREEMENT. 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 SOVEREIGN IMMUNITY.

LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

7. Governing Law and Venue - This Agreement shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. The 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.

8. **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.

9. **Third-party Beneficiary** - Licensor'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.

10. **Governmental Immunity** - By executing this Agreement the City of Midland, Texas is not waiving its governmental immunity and retains all immunity from suit. The City is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

11. **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, Licensee or his legal representative, shall give the

City Manager, or any other reasonable official of Licensor, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred-twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which 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 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 Agreement are reasonable.

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

13. **Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE**

The parties agree that this Agreement 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 this Agreement.

This Agreement does not obligate Licensee to use the property to construct, repair, operate, replace, and maintain Licensor's facilities or structures herein, but it merely prohibits Licensee from using the premises for any other purpose. This License restricts the use of the property for 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 license to discharge treated wastewater at Licensor's facility and 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.

14. **Compliance.** – License agrees that it shall comply with the Texas Government Code Section 2252.908, as amended, to the extent that this statute applies to this Agreement. Licensee agrees that it shall comply with the Texas Local Government Code Section 176.006, as amended, to the extent that this statute applies to this Agreement.

IN WITNESS WHEREOF, the parties have executed this license as of the date first above written.

LICENSOR
CITY OF MIDLAND, TEXAS

By _____
Tommy Gonzalez, City Manager

ATTEST:

Marcia Bentley-German, City Secretary

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

LICENSEE
Agri-Empresa Transload and Storage, LLC

By _____
Justin Sanders, Vice President Operations

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this day, personally appeared (Add name), known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same on behalf of (Add licensee information), for the purposes and consideration herein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ day of _____, A.D., 20__.

Notary Public, State of

Printed Name

My Commission Expires: _____



City Council Meeting

Item Number: 26
Meeting Date: February 13, 2024
To: City Council / City Manager
From: Carl Craigo, Director
Subject: MOTION AUTHORIZING THE EXECUTION OF A SANITARY SEWER DISCHARGE LICENSE AGREEMENT WITH AFFORDABLE DEWATERING SERVICES, LLC (DISTRICT: ALL) (UTILITIES)

Purpose:

Execution of a sanitary sewer discharge license agreement with Affordable Dewatering Services, LLC for the purpose of disposing wastewater at 2201 S Midkiff Rd, Midland, TX 79706.

Recommended City Council Action:

Approve

Fiscal Impact:

\$1,500 one-time license fee, a monthly base rate of \$21.79 and then \$0.88 per thousand gallons of discharge thereafter.

Strategic Priority:

Quality of Life and Place

Discussion:

Texas Commission on Environmental Quality (TCEQ) Regulations and City ordinance 3-1-24 requires license for disposal of industrial waste into the City's sanitary sewer system.

Pre t. Out

City Manager's Office

DISCHARGE LICENSE

**THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF MIDLAND §**

THIS DISCHARGE LICENSE AGREEMENT (“Agreement”) is effective this 23 day of January 2024, by and between THE CITY OF MIDLAND, TEXAS, a home rule municipal corporation, hereinafter called “Licensor,” and Affordable Dewatering Service, LLC, hereinafter called “Licensee.”

Licensee desires the use of certain public sanitary sewers within the City of Midland, Texas, for the purposes set forth below.

It is the position of Licensor that Licensee must obtain a license in order to use the public sanitary sewers.

W I T N E S S E T H:

For and in consideration of the execution of this Agreement and the mutual promises and covenants of the parties hereto, it is mutually promised, understood, and agreed as follows, to wit:

I. Term

This Agreement shall be for a term of five (5) years, commencing with the date of this Agreement written above, the “Commencement Date,” unless terminated earlier as provided hereafter. Either party may terminate this Agreement at will for no or any reason upon giving at least ninety (90) days written notice to the other. The parties to this

Agreement understand and agree that it is in Licensor's sole discretion to cancel this Agreement during the term of this Agreement without penalty to Licensor. The parties have no expectations and have received no guarantees that this Agreement will not be terminated before the end of this 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 this Agreement. All work and services under this Agreement shall be suspended upon termination of this Agreement becoming effective.

II. Financial Considerations

In further consideration for the rights herein granted to Licensee, Licensee shall pay Licensor a one-time License Fee in the sum of ONE THOUSAND FIVE HUNDRED and No/100 Dollars (\$1,500.00). This License is not effective until Licensor receives the License Fee of (\$1,500.00), which shall be paid to Licensor on or before 23 day of January 2024.

In addition to the License Fee, Licensee shall also pay to Licensor a monthly Discharge Fee for every one thousand (1,000) gallons discharged. At the time of the execution of this Agreement, Licensee shall pay the current base sewer rate of **Twenty-One Dollars and 79/100 (\$21.79)** for the first two thousand (2,000) gallons and then **Eighty-Eight cents (\$0.88)** for each additional one thousand (1,000) gallons thereafter. Licensor and Licensee understand and agree that the Discharge Fee changes periodically pursuant to applicable ordinances in the Midland City Code. Licensor shall notify Licensee

of any changes in the Discharge Fee, and any change shall be effective during the next full month for which payment is due. All Discharge Fees shall be due on or before the last business day of each month.

Licensee shall also pay a monthly surcharge fee for discharge of wastewater containing 5-day Biochemical Oxygen Demand (BOD) greater than 250 milligrams per liter (mg/L); Chemical Oxygen Demand (COD) greater than 450 mg/L; Total Suspended Solids (TSS) greater than 250 mg/L; and Total Kjeldahl Nitrogen (TKN) greater than 50 mg/L. The surcharge fee will be assessed according to the following formula each month using the most current pollutant concentration data and the current month's wastewater discharge volume:

If COD concentration greater than 450 mg/l, surcharge will be calculated:

$$S = V * 8.34 * (A*[COD-450] + C*[TSS-250] + D*[TKN-50])$$

If the COD concentration is less than 450 mg/l, the surcharge will be calculated:

$$S = V * 8.34 * (B*[BOD-250] + C*[TSS-250] + D*[TKN-50])$$

S – Total monthly surcharge fee in dollars (\$)

V – Monthly wastewater flow in a million gallons (MG)

A – The unit cost of treatment per pound of COD (**\$0.20/lb COD**)

B – The unit cost of treatment per pound of BOD (**\$0.36/lb BOD**)

C – The unit cost of treatment per pound of TSS (**\$0.30/lb TSS**)

D – The unit cost of treatment per pound of TKN (**\$0.76/lb TKN**)

COD – Average concentration of COD in discharge (mg/L)

BOD – Average concentration of 5-day BOD in discharge (mg/L)

TSS – Average concentration of TSS in discharge (mg/L)

TKN – Average concentration of TKN in discharge (mg/L)

The License Fee and Discharge Fee payments 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. The License Fee and Discharge Fee payments shall be made to Licensor at the office of the Director of Utilities, P. O. Box 1152, Midland, Texas, 79702.

III. Use

1. Licensee shall be allowed to dispose of wastewater from sanitary sources (e.g., grease trap, grit trap, gray water, reclaimed water, septage, and portapotty waste). The process is as follows: Affordable Dewatering Service, LLC, is permitted by the Texas Commission of Environmental Quality (TCEQ) Municipal Solid Waste Permit Number 2373. The facility filters domestic septage, the residual solids are transported to the landfill. The water discharges into sanitary sewer, at a rate of approximately two hundred thousand (200,000) gallons per day, shop operates with one (1) twelve (12) hour shift five (5) days a week and a seven (7) hour shift on Saturdays and Sundays:

Day Shift: Monday thru Friday 7:00 A.M. – 7:00 P.M.

Saturday and Sunday Shift: Sunday 7:00 A.M. – 2:00 P.M.

The estimated discharge rate of 200,000 gallons per 24 hours is disposed of by means of a pretreatment system into Licensor's sanitary sewer system at 2201 S. Midkiff Road, Midland, Texas 79701, until this Agreement terminates.

2. Before Licensee discharges any wastewater into Licensor's sanitary sewer system, Licensee shall test such wastewater for the reduction of metal content to a level below each of the respective limits outlined in the City of Midland's Code of Ordinances, Section 3-1-24 Sewage Quality Control. Licensee may begin discharging such wastewater into the sanitary sewer system immediately upon delivery of the test results and approval from the Director of Utilities or the Director's designee.

3. After commencing the discharge of wastewater into Licensor's sanitary sewer system, Licensee shall monitor and test the wastewater for metal content, 5-day Biochemical Oxygen Demand (BOD), Oil and Grease (O&G), Toxicity characteristics leaching procedures (TCLPs), Polychlorinated Biphenyl (PCBs), Chemical Oxygen Demand (COD), Total Suspended Solids (TSS), and Total Kjeldahl Nitrogen (TKN) concentrations monthly or as designated in writing by the Director of Utilities or the Director's designee and pay surcharge fees as noted in Section II of this discharge license. Licensee shall provide Licensor's Director of Utilities or the Director's designee a copy of the results from each wastewater test conducted as required herein within three (3) business days after receiving said results. In addition to the results, Licensee shall provide any manifests for liquid waste transport and disposal for all customers to the Director of

Utilities or the Director's designee upon request.

4. Licensee shall discontinue disposing of such wastewater in the sanitary sewer system at any time that such test results indicate that the chemical(s) content is greater than the limits outlined in the City of Midland's Code of Ordinances, Section 3-1-24 Sewage Quality Control. Thereafter, Licensee may not dispose of such wastewater in the sanitary sewer system until Licensee has reduced the chemical(s) content to a level at or below the limits set forth in the City of Midland's Code of Ordinances, Section 3-1-24 Sewage Quality Control and has provided test results reflecting such to the Director of Utilities or the Director's designee. Further, Licensee shall again monitor and test the wastewater on a periodic basis in accordance with the schedule outlined below or as designated in writing by the Director of Utilities or the Director's designee:

a. Commencing with the first day and up to the fourteenth day after a failed test, test every three (3) days.

b. Day fifteen (15) to day seventy (70), test not less than once every fourteen (14) days.

c. After day seventy (70), test not less than once every thirty (30) days unless the Director of Utilities or the Director's designee, in their sole discretion, issue written authorization providing for less frequent testing based on the results of the previous tests conducted during day one (1) up to day seventy (70) of Section III, Paragraph 4(a) and (b) of this discharge license.

5. Licensors shall be permitted to gain access to properties as necessary for the purpose of inspection, observation, measurement, and sampling to test the wastewater being disposed of in the sanitary sewer system at any time. The cost of such test shall be borne by Licensee. If the test indicates a chemical content level that exceeds any of the limits set forth in the City of Midland's Code of Ordinances, Section 3-1-24 Sewage Quality Control, Licensors shall immediately notify Licensee and provide Licensee with a copy of the test results.

6. Licensors' Director of Utilities or the Director's designee shall determine the manner and the location such wastewater will be discharged into the sanitary sewer system. Licensors' Director of Utilities or the Director's designee shall have the right to order Licensee to discontinue disposing of such wastewater in the sanitary sewer system at any time Licensors determine that the amount or quality of such wastewater endangers the operation of the sanitary sewer system.

7. Notwithstanding any or other provisions, Licensee shall at all times during the term of this Agreement comply with all applicable federal, state, and local laws regarding Licensee's activities pursuant to this Agreement, including but not limited to any policy of the City of Midland, Texas, Municipal Code and all applicable Section of the City of Midland's Code of Ordinances, as may be amended, said sections being hereby incorporated by reference and made a part of this Agreement for all legal purposes. Failure to abide by any such law or policy mentioned herein constitutes grounds for the immediate

termination of this Agreement.

FURTHER, LICENSEE AGREES TO INDEMNIFY, DEFEND, AND HOLD LICENSOR, ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, AND AGENTS HARMLESS FROM ANY FINES, PENALTIES, OR COSTS, INCLUDING BUT NOT LIMITED TO REQUIRED REMEDIATIVE COSTS WHICH MAY BE ASSESSED AGAINST LICENSOR BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY, THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, OR ANY OTHER GOVERNMENTAL ENTITY WITH APPROPRIATE JURISDICTION, AND WHICH DIRECTLY RESULT FROM LICENSEE'S ACTIVITIES PURSUANT TO THIS DISCHARGE LICENSE (HEREINAFTER IN THIS PARAGRAPH CALLED "THE PENALTIES") AND ALL. LICENSOR SHALL ATTEMPT TO GIVE LICENSEE WRITTEN NOTICE NO LATER THAN SIXTY (60) BUSINESS DAYS AFTER LICENSOR RECEIVES WRITTEN NOTICE OF THE PENALTIES AND SHALL ALLOW LICENSEE TO CONTEST OR DEFEND THE PENALTIES IF LICENSEE SO DESIRES. LICENSOR SHALL REASONABLY COOPERATE WITH LICENSEE IN THE DEFENSE OF THE PENALTIES.

IV. Standard General Conditions

1. **Insurance** – Licensee shall provide and maintain in force throughout the term of this license at its own expense, insurance coverage with minimum limits as follow:
 - (a) Worker's Compensation - statutory with subrogation waived against Licensor;

(b) Employer's Liability - \$500,000 for each occurrence;

(c) General Liability, including Bodily Injury, Property Damage, and Contractual Liability - \$5,000,000 combined single limit, shall be on a per project aggregate, including completed operations, and shall be on an occurrence basis; and

(d) Automotive Liability, including Bodily Injury and Property Damage - \$1,000,000 combined single limit, each occurrence.

Licensee shall also carry such Sudden, Accident, and Nonsudden Pollution insurance as may be required by the Federal Resource Conservation and Recovery Act of 1976, as amended ("RCRA"), in amounts and scope of not less than those required by RCRA. Licensee shall furnish to Licensor certificates of insurance evidencing the coverages required above prior to commencing discharge into Licensor's sanitary sewer system. Each such certificate shall contain a statement of the insurer's obligation to notify Licensor at least thirty (30) days prior to cancellation of any policy covered thereunder. Such insurance shall be written with insurance companies authorized to do business in the State of Texas and acceptable to Licensor, and all insurance policies except worker's compensation shall include Licensor as an additional insured and shall cover all of Licensee's contractors and subcontractors. Copies of the required policies of insurance that have been issued or certificates evidencing proof of said policies shall be deposited with Licensor prior to commencing the discharge of wastewater into Licensor's sanitary sewer system. Notwithstanding anything herein to the contrary, Licensee shall at all times be in compliance with all applicable federal, state, and local laws, regulations, and rules

regarding financial responsibility as related to the activities authorized by this Agreement. All insurance required above shall provide a waiver of subrogation in favor of Licensor. The parties agree that, prior to the execution of this Agreement, Licensee shall provide one or more certificates of insurance showing that the requirements of this paragraph have been met and specifically containing, without limitations, the following endorsement:

“The City of Midland is included as an additional insured on all policies except for Worker’s Compensation. Licensee and Insurer hereby waive all rights of subrogation with respect to claims against the City of Midland, its agents, employees, and officers, on all insurance policies.”

2. **INDEMNITY –LICENSEE WILL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR AND ALL OF LICENSEE’S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, LOSES, 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 LICENSEE, ITS AGENTS, OFFICERS OR EMPLOYEES IN THE EXECUTION, SUPERVISION, AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, AND 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 SUITS, ACTIONS, 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 AND 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 OFFICERS NEGLIGENCE, IN THE EXECUTION, SUPERVISION, AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT AND LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY OF LICENSOR'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

Licensee shall at all times be regarded as an independent contractor and shall not at

any time act as an agent for Licensor or be considered the same.

3. **Assignment** - The rights granted by this license inure are solely to the benefit of Licensee. The rights and privileges set forth herein shall not be assignable without the express written consent of the City Manager.

4. **Notice** - Any notice or communication required in the administration of this License shall be sent to Licensor as follows: City Manager, City of Midland, P.O. Box 1152, Midland, Texas, 79702.

Any notice or communication required in the administration of this license shall be sent to Licensee as follows: (add name and address of licensee)

5. **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 by Licensee shall be considered an officer, agent, servant, or employee of Licensor. 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. Licensee 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. Licensors do not have the power to direct the order in which the work is done. Licensors shall not have the right to control the means, methods, or details of Licensee’s work. Licensee shall assume the exclusive responsibility for the work. Licensee is entirely free to do the work in its own way.

6. **WAIVER OF ATTORNEY’S FEES - BY EXECUTING THIS AGREEMENT, LICENSEE AGREES TO WAIVE AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST LICENSOR, REGARDING THE AWARD OF ATTORNEY’S FEES, WHICH ARE IN ANY WAY RELATED TO THIS AGREEMENT, OR THE CONSTRUCTION, INTERPRETATION OR BREACH OF THIS AGREEMENT. LICENSEE SPECIFICALLY AGREES THAT IF LICENSEE 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, 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 AGREEMENT. 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 SOVEREIGN IMMUNITY.

LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

7. Governing Law and Venue - This Agreement shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. The 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.

8. **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.

9. **Third-party Beneficiary** - Licensor'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.

10. **Governmental Immunity** - By executing this Agreement the City of Midland, Texas is not waiving its governmental immunity and retains all immunity from suit. The City is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

11. **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, Licensee or his legal representative, shall give the

City Manager, or any other reasonable official of Licensor, notice in writing (consisting of one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred-twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which 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 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 Agreement are reasonable.

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

13. **Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE**

The parties agree that this Agreement 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 this Agreement.

This Agreement does not obligate Licensee to use the property to construct, repair, operate, replace, and maintain Licensor's facilities or structures herein, but it merely prohibits Licensee from using the premises for any other purpose. This License restricts the use of the property for 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 license to discharge treated wastewater at Licensor's facility and 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.

14. **Compliance.** – License agrees that it shall comply with the Texas Government Code Section 2252.908, as amended, to the extent that this statute applies to this Agreement. Licensee agrees that it shall comply with the Texas Local Government Code Section 176.006, as amended, to the extent that this statute applies to this Agreement.

IN WITNESS WHEREOF, the parties have executed this license as of the date first above written.

LICENSOR
CITY OF MIDLAND, TEXAS

By _____
Tommy Gonzalez, City Manager

ATTEST:

Marcia Bentley-German, City Secretary

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

LICENSEE
AFFORDABLE DEWATERING SERVICES,
LLC

By _____
Les Greenlee, Owner

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this day, personally appeared (Add name), known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same on behalf of (Add licensee information), for the purposes and consideration herein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ day of _____, A.D., 20____.

Notary Public, State of

Printed Name

My Commission Expires:_____



City Council Meeting

Item Number: 27
Meeting Date: February 13, 2024
To: City Council / City Manager
From: Carl Craig, Director
Subject: MOTION AUTHORIZING THE EXECUTION OF A SANITARY SEWER DISCHARGE LICENSE AGREEMENT WITH WARREN EQUIPMENT COMPANY (DISTRICT: ALL) (UTILITIES)

Purpose:

Execution of a sanitary sewer discharge license with Warren Equipment Company for the purpose of disposing wastewater at 3809 FM 1788 Midland, TX 79707

Recommended City Council Action:

Approve

Fiscal Impact:

\$1,500 one-time license fee, a monthly base rate of \$21.79 and then \$0.88 per thousand gallons of discharge thereafter.

Strategic Priority:

Quality of Life and Place

Discussion:

Texas Commission on Environmental Quality (TCEQ) Regulations and City ordinance 3-1-24 requires license for disposal of industrial waste into the City of Midland's sanitary sewer system.

Pre t. Out

City Manager's Office

DISCHARGE LICENSE

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MIDLAND	§	

THIS DISCHARGE LICENSE AGREEMENT (“Agreement”) is effective this 23 day of January 2024, by and between THE CITY OF MIDLAND, TEXAS, a home rule municipal corporation, hereinafter called “Licensor,” and Warren Equipment Company, hereinafter called “Licensee.”

Licensee desires the use of certain public sanitary sewers within the City of Midland, Texas, for the purposes set forth below.

It is the position of Licensor that Licensee must obtain a license in order to use the public sanitary sewers.

W I T N E S S E T H:

For and in consideration of the execution of this Agreement and the mutual promises and covenants of the parties hereto, it is mutually promised, understood, and agreed as follows, to wit:

I. Term

This Agreement shall be for a term of five (5) years, commencing with the date of this Agreement written above, the “Commencement Date,” unless terminated earlier as provided hereafter. Either party may terminate this Agreement at will for no or any reason upon giving at least ninety (90) days written notice to the other. The parties to this

Agreement understand and agree that it is in Licensor's sole discretion to cancel this Agreement during the term of this Agreement without penalty to Licensor. The parties have no expectations and have received no guarantees that this Agreement will not be terminated before the end of this 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 this Agreement. All work and services under this Agreement shall be suspended upon termination of this Agreement becoming effective.

II. Financial Considerations

In further consideration for the rights herein granted to Licensee, Licensee shall pay Licensor a one-time License Fee in the sum of ONE THOUSAND FIVE HUNDRED and No/100 Dollars (\$1,500.00). This License is not effective until Licensor receives the License Fee of (\$1,500.00), which shall be paid to Licensor on or before 23 day of January 2024.

In addition to the License Fee, Licensee shall also pay to Licensor a monthly Discharge Fee for every one thousand (1,000) gallons discharged. At the time of the execution of this Agreement, Licensee shall pay the current base sewer rate of **Twenty-One Dollars and 79/100 (\$21.79)** for the first two thousand (2,000) gallons and then **Eighty-Eight cents (\$0.88)** for each additional one thousand (1,000) gallons thereafter. Licensor and Licensee understand and agree that the Discharge Fee changes periodically pursuant to applicable ordinances in the Midland City Code. Licensor shall notify Licensee

of any changes in the Discharge Fee, and any change shall be effective during the next full month for which payment is due. All Discharge Fees shall be due on or before the last business day of each month.

Licensee shall also pay a monthly surcharge fee for discharge of wastewater containing 5-day Biochemical Oxygen Demand (BOD) greater than 250 milligrams per liter (mg/L); Chemical Oxygen Demand (COD) greater than 450 mg/L; Total Suspended Solids (TSS) greater than 250 mg/L; and Total Kjeldahl Nitrogen (TKN) greater than 50 mg/L. The surcharge fee will be assessed according to the following formula each month using the most current pollutant concentration data and the current month's wastewater discharge volume:

If COD concentration greater than 450 mg/l, surcharge will be calculated:

$$S = V * 8.34 * (A*[COD-450] + C*[TSS-250] + D*[TKN-50])$$

If the COD concentration is less than 450 mg/l, the surcharge will be calculated:

$$S = V * 8.34 * (B*[BOD-250] + C*[TSS-250] + D*[TKN-50])$$

S – Total monthly surcharge fee in dollars (\$)

V – Monthly wastewater flow in a million gallons (MG)

A – The unit cost of treatment per pound of COD (**\$0.20/lb COD**)

B – The unit cost of treatment per pound of BOD (**\$0.36/lb BOD**)

C – The unit cost of treatment per pound of TSS (**\$0.30/lb TSS**)

D – The unit cost of treatment per pound of TKN (**\$0.76/lb TKN**)

COD – Average concentration of COD in discharge (mg/L)

BOD – Average concentration of 5-day BOD in discharge (mg/L)

TSS – Average concentration of TSS in discharge (mg/L)

TKN – Average concentration of TKN in discharge (mg/L)

The License Fee and Discharge Fee payments 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. The License Fee and Discharge Fee payments shall be made to Licensor at the office of the Director of Utilities, P. O. Box 1152, Midland, Texas, 79702.

III. Use

1. Licensee shall be allowed to dispose of wastewater from sanitary sources (e.g., gray water, grease, and grit from caterpillar equipment). The process is as follows: Warren Equipment Company washes construction equipment prior to rental to customers and has constructed a new wash building containing two wash bays. The wash building is used to wash carbon steel, heavy equipment, vessels, new motors, and compressors with F20 degreaser soap. Water used in the wash bays is captured in a new below-grade 4000-gallon water reclamation tank for reuse in washing. Wastewater from the wash building then discharges to a new below-grade 1500-gallon sand/oil interceptor. The maximum average amount of water used in the wash building is 72,000 gallons of water per week.

The estimated discharge rate of 14,400 gallons per 24 hours is disposed of by means of a

pretreatment system into Licensor's sanitary sewer system at the Warren CAT complex located at 3809 South FM 1788 until this Agreement terminates.

2. Before Licensee discharges any wastewater into Licensor's sanitary sewer system, Licensee shall test such wastewater for the reduction of metal content to a level below each of the respective limits outlined in the City of Midland's Code of Ordinances, Section 3-1-24 Sewage Quality Control. Licensee may begin discharging such wastewater into the sanitary sewer system immediately upon delivery of the test results and approval from the Director of Utilities or the Director's designee.

3. After commencing the discharge of wastewater into Licensor's sanitary sewer system, Licensee shall monitor and test the wastewater for metal content, 5-day Biochemical Oxygen Demand (BOD), Oil and Grease (O&G), Toxicity Characteristics Leaching Procedures (TCLPs), Polychlorinated Biphenyls (PCBs), Chemical Oxygen Demand (COD), Total Suspended Solids (TSS), and Total Kjeldahl Nitrogen (TKN) concentrations monthly or as designated in writing by the Director of Utilities or the Director's designee and pay surcharge fees as noted in Section II of this discharge license. Licensee shall provide Licensor's Director of Utilities or the Director's designee a copy of the results from each wastewater test conducted as required herein within three (3) business days after receiving said results. In addition to the results, Licensee shall provide any manifests for liquid waste transport and disposal for all customers to the Director of Utilities or the Director's designee upon request.

4. Licensee shall discontinue disposing of such wastewater in the sanitary sewer system at any time that such test results indicate that the chemical(s) content is greater than the limits outlined in the City of Midland's Code of Ordinances, Section 3-1-24 Sewage Quality Control. Thereafter, Licensee may not dispose of such wastewater in the sanitary sewer system until Licensee has reduced the chemical(s) content to a level at or below the limits set forth in the City of Midland's Code of Ordinances, Section 3-1-24 Sewage Quality Control and has provided test results reflecting such to the Director of Utilities or the Director's designee. Further, Licensee shall again monitor and test the wastewater on a periodic basis in accordance with the schedule outlined below or as designated in writing by the Director of Utilities or the Director's designee:

a. Commencing with the first day and up to the fourteenth day after a failed test, test every three (3) days.

b. Day fifteen (15) to day seventy (70), test not less than once every fourteen (14) days.

c. After day seventy (70), test not less than once every thirty (30) days unless the Director of Utilities or the Director's designee, in their sole discretion, issue written authorization providing for less frequent testing based on the results of the previous tests conducted during day one (1) up to day seventy (70) of Section III, Paragraph 4(a) and (b) of this discharge license.

5. Licensors shall be permitted to gain access to properties as necessary for the purpose

of inspection, observation, measurement, and sampling to test the wastewater being disposed of in the sanitary sewer system at any time. The cost of such test shall be borne by Licensee. If the test indicates a chemical content level that exceeds any of the limits set forth in the City of Midland's Code of Ordinances, Section 3-1-24 Sewage Quality Control, Licensors shall immediately notify Licensee and provide Licensee with a copy of the test results.

6. Licensors' Director of Utilities or the Director's designee shall determine the manner and the location such wastewater will be discharged into the sanitary sewer system. Licensors' Director of Utilities or the Director's designee shall have the right to order Licensee to discontinue disposing of such wastewater in the sanitary sewer system at any time Licensors determine that the amount or quality of such wastewater endangers the operation of the sanitary sewer system.

7. Notwithstanding any or other provisions, Licensee shall at all times during the term of this Agreement comply with all applicable federal, state, and local laws regarding Licensee's activities pursuant to this Agreement, including but not limited to any policy of the City of Midland, Texas, Municipal Code and all applicable Section of the City of Midland's Code of Ordinances, as may be amended, said sections being hereby incorporated by reference and made a part of this Agreement for all legal purposes. Failure to abide by any such law or policy mentioned herein constitutes grounds for the immediate termination of this Agreement.

FURTHER, LICENSEE AGREES TO INDEMNIFY, DEFEND, AND HOLD LICENSOR, ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, AND AGENTS HARMLESS FROM ANY FINES, PENALTIES, OR COSTS, INCLUDING BUT NOT LIMITED TO REQUIRED REMEDIATIVE COSTS WHICH MAY BE ASSESSED AGAINST LICENSOR BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY, THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, OR ANY OTHER GOVERNMENTAL ENTITY WITH APPROPRIATE JURISDICTION, AND WHICH DIRECTLY RESULT FROM LICENSEE’S ACTIVITIES PURSUANT TO THIS DISCHARGE LICENSE (HEREINAFTER IN THIS PARAGRAPH CALLED “THE PENALTIES”) AND ALL. LICENSOR SHALL ATTEMPT TO GIVE LICENSEE WRITTEN NOTICE NO LATER THAN SIXTY (60) BUSINESS DAYS AFTER LICENSOR RECEIVES WRITTEN NOTICE OF THE PENALTIES AND SHALL ALLOW LICENSEE TO CONTEST OR DEFEND THE PENALTIES IF LICENSEE SO DESIRES. LICENSOR SHALL REASONABLY COOPERATE WITH LICENSEE IN THE DEFENSE OF THE PENALTIES.

IV. Standard General Conditions

1. **Insurance** – Licensee shall provide and maintain in force throughout the term of this license at its own expense, insurance coverage with minimum limits as follow:
 - (a) Worker’s Compensation - statutory with subrogation waived against Licensor;
 - (b) Employer’s Liability - \$500,000 for each occurrence;

(c) General Liability, including Bodily Injury, Property Damage, and Contractual Liability - \$5,000,000 combined single limit, shall be on a per project aggregate, including completed operations, and shall be on an occurrence basis; and

(d) Automotive Liability, including Bodily Injury and Property Damage - \$1,000,000 combined single limit, each occurrence.

Licensee shall also carry such Sudden, Accident, and Nonsudden Pollution insurance as may be required by the Federal Resource Conservation and Recovery Act of 1976, as amended (“RCRA”), in amounts and scope of not less than those required by RCRA. Licensee shall furnish to Licensor certificates of insurance evidencing the coverages required above prior to commencing discharge into Licensor’s sanitary sewer system. Each such certificate shall contain a statement of the insurer’s obligation to notify Licensor at least thirty (30) days prior to cancellation of any policy covered thereunder. Such insurance shall be written with insurance companies authorized to do business in the State of Texas and acceptable to Licensor, and all insurance policies except worker’s compensation shall include Licensor as an additional insured and shall cover all of Licensee’s contractors and subcontractors. Copies of the required policies of insurance that have been issued or certificates evidencing proof of said policies shall be deposited with Licensor prior to commencing the discharge of wastewater into Licensor’s sanitary sewer system. Notwithstanding anything herein to the contrary, Licensee shall at all times be in compliance with all applicable federal, state, and local laws, regulations, and rules regarding financial responsibility as related to the activities authorized by this Agreement.

All insurance required above shall provide a waiver of subrogation in favor of Licensor. The parties agree that, prior to the execution of this Agreement, Licensee shall provide one or more certificates of insurance showing that the requirements of this paragraph have been met and specifically containing, without limitations, the following endorsement:

“The City of Midland is included as an additional insured on all policies except for Worker’s Compensation. Licensee and Insurer hereby waive all rights of subrogation with respect to claims against the City of Midland, its agents, employees, and officers, on all insurance policies.”

2. **INDEMNITY –LICENSEE WILL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR AND ALL OF LICENSEE’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 LICENSEE, ITS AGENTS, OFFICERS OR EMPLOYEES IN THE EXECUTION, SUPERVISION, AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT, AND 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 SUITS, ACTIONS, 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 AND 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 OFFICERS NEGLIGENCE, IN THE EXECUTION, SUPERVISION, AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS AGREEMENT AND LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY OF LICENSOR'S OFFICERS, AGENTS OR EMPLOYEES, INCLUDING ATTORNEY'S FEES.

Licensee shall at all times be regarded as an independent contractor and shall not at any time act as an agent for Licensor or be considered the same.

3. **Assignment** - The rights granted by this license inure are solely to the benefit of Licensee. The rights and privileges set forth herein shall not be assignable without the express written consent of the City Manager.

4. **Notice** - Any notice or communication required in the administration of this License shall be sent to Licensor as follows: City Manager, City of Midland, P.O. Box 1152, Midland, Texas, 79702.

Any notice or communication required in the administration of this license shall be sent to Licensee as follows: (add name and address of licensee)

5. **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 by Licensee shall be considered an officer, agent, servant, or employee of Licensor. 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. Licensee 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. Licensors does not have the power to direct the order in which the work is done. Licensors shall not have the right to control the means, methods, or details of Licensee's work. Licensee shall assume the exclusive responsibility for the work. Licensee is entirely free to do the work in its own way.

6. **WAIVER OF ATTORNEY'S FEES - BY EXECUTING THIS AGREEMENT,**
LICENSEE AGREES TO WAIVE AND DOES HEREBY KNOWINGLY,
CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY
CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST LICENSOR,
REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY
WAY RELATED TO THIS AGREEMENT, OR THE CONSTRUCTION,
INTERPRETATION OR BREACH OF THIS AGREEMENT. LICENSEE
SPECIFICALLY AGREES THAT IF LICENSEE 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, 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 AGREEMENT. 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 SOVEREIGN IMMUNITY.

LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS AGREEMENT WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

7. Governing Law and Venue - This Agreement shall be governed by the laws of the State of Texas. All performance and payment made pursuant to this Agreement shall be deemed to have occurred in Midland County, Texas. The 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.

8. **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.

9. **Third-party Beneficiary** - Licensor'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.

10. **Governmental Immunity** - By executing this Agreement the City of Midland, Texas is not waiving its governmental immunity and retains all immunity from suit. The City is not granting consent to be sued by legislative resolution or action. **THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY.**

11. **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, Licensee or his legal representative, shall give the City Manager, or any other reasonable official of Licensor, notice in writing (consisting of

one original and seven copies of notice attached to a copy of this Agreement) of such damages, duly verified, within one-hundred-twenty (120) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which 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 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

Agreement are reasonable.

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

13. **Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE**

The parties agree that this Agreement 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 this Agreement.

This Agreement does not obligate Licensee to use the property to construct, repair, operate, replace, and maintain Licensor's facilities or structures herein, but it merely prohibits Licensee from using the premises for any other purpose. This License restricts the use of the property for 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 license to discharge treated wastewater at Licensor's facility and 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.

14. **Compliance.** – License agrees that it shall comply with the Texas Government Code Section 2252.908, as amended, to the extent that this statute applies to this Agreement. Licensee agrees that it shall comply with the Texas Local Government Code Section 176.006, as amended, to the extent that this statute applies to this Agreement.

IN WITNESS WHEREOF, the parties have executed this license as of the date first above written.

LICENSOR
CITY OF MIDLAND, TEXAS

By _____
Tommy Gonzalez, City Manager

ATTEST:

Marcia Bentley-German, City Secretary

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

LICENSEE
WARREN EQUIPMENT COMPANY

By _____
David O'Leary, EHS Director

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this day, personally appeared (Add name), known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same on behalf of (Add licensee information), for the purposes and consideration herein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ day of _____, A.D., 20____.

Notary Public, State of

Printed Name

My Commission Expires:_____



City Council Meeting

Item Number: 28
Meeting Date: February 13, 2024
To: City Council / City Manager
From: John Simmons, Manager, Right-of-Way
Subject: RESOLUTION AUTHORIZING THE CITY MANAGER, DEPUTY CITY MANAGER, OR AN ASSISTANT CITY MANAGER TO EXECUTE ALL AGREEMENTS AND DOCUMENTS AND TAKE ALL ACTIONS NECESSARY TO CONVEY TO THE STATE OF TEXAS AN APPROXIMATE 2.87-ACRE TRACT OF CITY-OWNED LAND OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS; SAID CONVEYANCE BEING AUTHORIZED BY SECTION 203.055 OF THE TEXAS TRANSPORTATION CODE (DISTRICT 4) (UTILITIES)

Purpose:

This Deed will transfer as per agreement, the City of Midland's 2.8708 acre portion of land to the Texas Department of Transportation (TxDOT), for construction, relocation, replacement, repair, improvement, operation and maintenance of the road in relation to a portion of Highway 158 and Wadley Ave., this parcel was acquired by the City of Midland March 23, 2021 and recorded as instrument 2021-8616 in the Midland County records.

Recommended City Council Action:

Approve

Fiscal Impact:

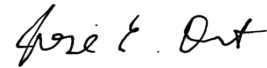
No Fiscal Impact, Dedicated Right of Way

Strategic Priority:

Strengthen and Sustain our Infrastructure

Discussion:

This Deed will transfer as per agreement, the City of Midland's 2.8708 acre portion of land to the Texas Department of Transportation (TxDOT), for construction, relocation, replacement, repair, improvement, operation and maintenance of the road in relation to a portion of Highway 158 and Wadley Ave., this parcel was acquired by the City of Midland March 23, 2021 and recorded as instrument 2021-8616 in the Midland County records.



City Manager's Office

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE CITY MANAGER, DEPUTY CITY MANAGER, OR AN ASSISTANT CITY MANAGER TO EXECUTE ALL AGREEMENTS AND DOCUMENTS AND TAKE ALL ACTIONS NECESSARY TO CONVEY TO THE STATE OF TEXAS AN APPROXIMATE 2.87-ACRE TRACT OF CITY-OWNED LAND OUT OF SECTION 35, BLOCK 40, T-1-S, T&P RR CO. SURVEY, MIDLAND COUNTY, TEXAS; SAID CONVEYANCE BEING AUTHORIZED BY SECTION 203.055 OF THE TEXAS TRANSPORTATION CODE

WHEREAS, the City of Midland owns an approximate 2.87-acre tract of land out of Section 35, Block 40, T-1-S, T&P RR Co. Survey, Midland County, Texas (the “Land”), said Land being more fully described in Exhibit “A”, which is attached hereto and incorporated herein for all purposes; and

WHEREAS, the State of Texas, acting by and through the Texas Transportation Commission (the “State”), has notified the City that the Land is needed for proposed improvements to State Highway 158; and

WHEREAS, Section 203.055 of the Texas Transportation Code authorizes the City, without advertisement, to convey title to or rights or easements in real property that the State needs for highway purposes; and

WHEREAS, the Council finds it to be in the public interest to convey the Land to the State;

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

THAT the City Manager, Deputy City Manager, or an Assistant City Manager is hereby authorized and directed to execute all agreements and documents and take all actions necessary to convey the Land to the State.

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., 2024, by

the following vote:

Council members voting “AYE”:

Council members voting “NAY”:

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Kerry Koehler, Director of Capital Improvement Projects

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

EXHIBIT A

County:	Midland	RCSJ:0463-02-084
Highway:	State Highway No. 158 (SH 158)	P00071307.001
Limits:	AT County Road No. 60	
CCSJ:	0463-02-079	

PROPERTY DESCRIPTION FOR PARCEL 6

BEING a 2.8708 acre (125,053 square foot) tract of land situated in Section 35, Block 40, Township 1-S, Texas & Pacific Railroad Company Survey, Abstract No. 378, Midland County, Texas, being all of the called 2.870 acre tract of land described in General Warranty Deed to City of Midland, Texas recorded in Instrument No. 2021-8616 of the Official Public Records of Midland County, Texas, and more particularly described as follows:

BEGINNING at a point in the southwest right-of-way line of State Highway No. 158 (120-foot wide right-of-way) (NAD83 grid coordinates N:10695530.73, E:1724473.04), 45 feet right of Engineer's SH 158 Baseline Station (EBS) 1146+23.43; from said point a concrete monument stamped "TXDOT" found at the north end of a right-of-way corner clip at the intersection of the said southwest right-of-way line of State Highway No. 158 and the northwest right-of-way line of TX-191 Frontage (a variable width right-of-way) bears South 57°44'32" East, a distance of 2749.68 feet;

THENCE departing the said southwest right-of-way line of State Highway No. 158, South 30°54'11" West, a distance of 32.67 feet to a 5/8-inch iron rod with cap stamped "KHA" set for corner, 77.67 feet right of EBS 1146+23.43;

THENCE North 59°05'24" West, a distance of 3855.42 feet to a 5/8-inch iron rod with cap stamped "KHA" set for corner, 77.19 feet right of EBS 1052+68.01;

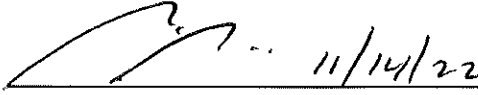
THENCE North 30°54'11" East, a distance of 32.20 feet to a 5/8-inch iron rod with cap stamped "KHA" set for corner in the said southwest line of State Highway No. 158, 45 feet right of EBS 1052+68.01;

THENCE South 59°05'49" East, a distance of 3855.42 feet to the **POINT OF BEGINNING** and containing 125,053 square feet or 2.8708 acres of land.

NOTES:

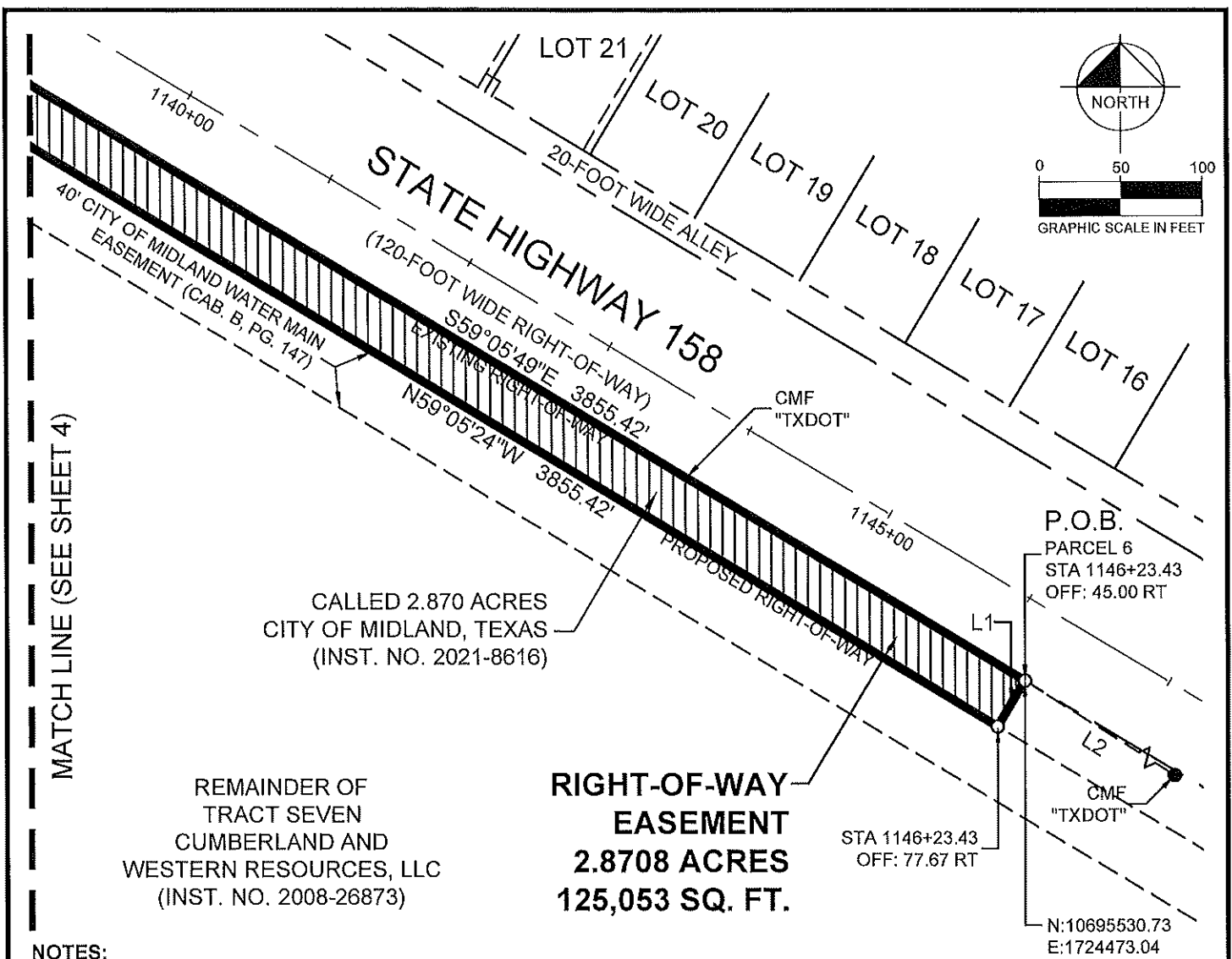
1. The basis of bearings is based on grid north of the Texas Coordinate System of 1983, Central Zone (4203), North American Datum of 1983 (2011). All distances are in U.S. Survey feet.
2. All corners of easement to be acquired are a 5/8" iron rod with cap stamped "KHA" set, unless otherwise noted.
3. The grid coordinates shown are based upon the Texas Coordinate System of 1983, North Central Zone, North American Datum of 1983 on grid coordinate values, no scale, and no projection.

4. A survey plat of even survey date herewith accompanies this metes & bounds description.
5. The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the easement tract described.

 11/14/22

Michael C. Billingsley
Registered Professional Land Surveyor No. 6558
Kimley-Horn and Associates, Inc.
801 Cherry Street, Unit 11, Suite 1300
Fort Worth, Texas 76102
Ph. 817-335-6511
michael.billingsley@kimley-horn.com





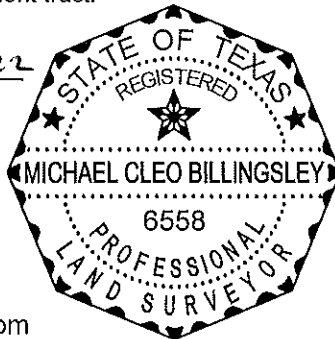
NOTES:

1. The basis of bearings is based on grid north of the Texas Coordinate System of 1983, Central Zone (4203), North American Datum of 1983 (2011). All distances are in U.S. Survey feet.
2. All corners of easement to be acquired are a 5/8" iron rod with cap stamped "KHA" set, unless otherwise noted.
3. The grid coordinates shown are based upon the Texas Coordinate System of 1983, North Central Zone, North American Datum of 1983 on grid coordinate values, no scale, and no projection.
4. A metes and bounds description of even survey date herewith accompanies this survey plat.
5. The undersigned, Registered Professional Land Surveyor, hereby certifies that this survey plat accurately sets out the metes and bounds of the easement tract.

LEGEND

P.O.B. = POINT OF BEGINNING
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
IRFC = IRON ROD W/CAP FOUND
ADF = ALUMINUM DISK FOUND

11/14/22
MICHAEL C. BILLINGSLEY
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6558
801 CHERRY STREET,
UNIT 11 SUITE 1300
FORT WORTH, TEXAS 76102
PH. 817-335-6511
michael.billingsley@kimley-horn.com



RIGHT-OF-WAY EASEMENT
SECTION 35, BLOCK 40, TOWNSHIP 1-S,
TEXAS & PACIFIC RAILROAD CO. SURVEY,
ABSTRACT NO. 378
MIDLAND COUNTY, TEXAS



Texas Department of Transportation

PACKET

28.7

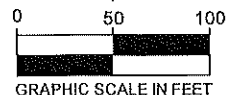
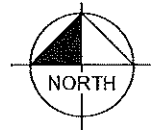
Kimley»Horn

801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102 FIRM # 10194040

Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	JBH	WCH	11/14/22	10695530.73	3 OF 8

February 13, 2024



TRACT 1
CALLED 71.8267 ACRES
GRASSLAND IV, LTD.
(INST. NO. 2019-37820)

MATCH LINE (SEE SHEET 5)

MATCH LINE (SEE SHEET 3)

1130+00

PROPOSED RIGHT-OF-WAY

STATE HIGHWAY 158

(120-FOOT WIDE RIGHT-OF-WAY)
S59°05'49"E 3855.42'
EXISTING RIGHT-OF-WAY

1135+00

N59°05'24"W 3855.42'

RIGHT-OF-WAY
EASEMENT
2.8708 ACRES
125,053 SQ. FT.

CALLED 2.870 ACRES
CITY OF MIDLAND, TEXAS
(INST. NO. 2021-8616)

REMAINDER OF
TRACT SEVEN
CUMBERLAND AND
WESTERN RESOURCES, LLC
(INST. NO. 2008-26873)

40' CITY OF MIDLAND WATER MAIN
EASEMENT (CAB. B, PG. 147)

RIGHT-OF-WAY EASEMENT
SECTION 35, BLOCK 40, TOWNSHIP 1-S,
TEXAS & PACIFIC RAILROAD CO. SURVEY,
ABSTRACT NO. 378
MIDLAND COUNTY, TEXAS



PACKET

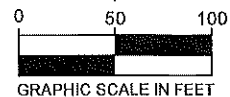
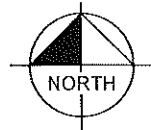
28.8

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	JBH	MS	February 13, 2024	999-2021	4 OF 8



TRACT 1
CALLED 71.8267 ACRES
GRASSLAND IV, LTD.
(INST. NO. 2019-37820)

MATCH LINE (SEE SHEET 6)

MATCH LINE (SEE SHEET 4)

CALLLED 2.870 ACRES
CITY OF MIDLAND, TEXAS
(INST. NO. 2021-8616)

LINE TABLE		
NO.	BEARING	LENGTH
L1	S30°54'11"W	32.67'
L2	S57°44'32"E	2749.68'
L3	N30°54'11"E	32.20'

**RIGHT-OF-WAY
EASEMENT
2.8708 ACRES
125,053 SQ. FT.**

STATE HIGHWAY 158
(120-FOOT WIDE RIGHT-OF-WAY)

REMAINDER OF
TRACT SEVEN
CUMBERLAND AND
WESTERN RESOURCES, LLC
(INST. NO. 2008-26873)
RIGHT-OF-WAY EASEMENT
SECTION 35, BLOCK 40, TOWNSHIP 1-S,
TEXAS & PACIFIC RAILROAD CO. SURVEY,
ABSTRACT NO. 378
MIDLAND COUNTY, TEXAS



PACKET

28.9

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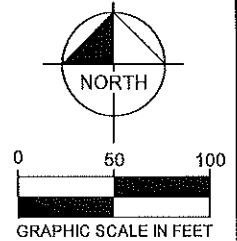
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	JBH	MS	10/26/2021	999-2021	5 OF 8

February 13, 2024

PARCEL TABLE

PARCEL NO.	ACRES	SQ. FT.	GROSS AREA	NET ACRES	OWNERSHIP INFORMATION
6	2.8708	125,053	2.870	0	CITY OF MIDLAND

TRACT 2
CALLED 27.4219 ACRES
GRASSLAND IV, LTD.
(INST. NO. 2019-37820)



MATCH LINE (SEE SHEET 7)

MATCH LINE (SEE SHEET 5)

40' CITY OF MIDLAND WATER MAIN
EASEMENT (CAB. B, PG. 147)

STATE HIGHWAY 158
(120-FOOT WIDE RIGHT-OF-WAY)
S59°05'49"E 3855.42'

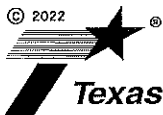
1/2" IRFC
"PLS 1974"

CALLED 2.870 ACRES
CITY OF MIDLAND, TEXAS
(INST. NO. 2021-8616)

**RIGHT-OF-WAY
EASEMENT
2.8708 ACRES
125,053 SQ. FT.**

REMAINDER OF
TRACT SEVEN
CUMBERLAND AND
WESTERN RESOURCES, LLC
(INST. NO. 2008-26873)

RIGHT-OF-WAY EASEMENT
SECTION 35, BLOCK 40, TOWNSHIP 1-S,
TEXAS & PACIFIC RAILROAD CO. SURVEY,
ABSTRACT NO. 378
MIDLAND COUNTY, TEXAS



Texas Department of Transportation

PACKET

28 10

Kimley»Horn

801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102 FIRM # 10194040

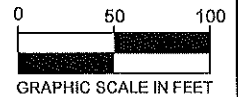
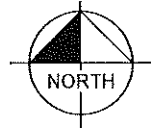
Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	JBH	JPB	4/26/2021	999-2021	6 OF 8

February 13, 2024

CALLLED 2.35 ACRES
JOHNNIE ELGIN VINES
(INST. NO. 2014-405)

CALLLED 6.14 ACRES
HARRY DOUGLAS HARTMAN
AND DONNA ELAINE HARTMAN
(VOL. 683, PG. 645)



1/2" IRFC
"PLS 1974"

1/2" IRFC
"PLS 1974"

SECTION 26, BLOCK 40, T-1-S, TEXAS & PACIFIC
RAILROAD COMPANY SURVEY, ABSTRACT NO. 831

SECTION 35, BLOCK 40, T-1-S, TEXAS & PACIFIC
RAILROAD COMPANY SURVEY, ABSTRACT NO. 378

TRACT 2
CALLLED 27.4219 ACRES
GRASSLAND IV, LTD.
(INST. NO. 2019-37820)

**RIGHT-OF-WAY
EASEMENT
2.8708 ACRES
125,053 SQ. FT.**

STATE HIGHWAY 158
(120-FOOT WIDE RIGHT-OF-WAY)

MATCH LINE (SEE SHEET 6)

STA 1052+68.01
OFF: 77.19 RT

L3 STA 1052+68.01
OFF: 45.00 RT

40' CITY OF MIDLAND WATER MAIN
EASEMENT (CAB. B, PG. 147)

REMAINDER OF
TRACT SEVEN
CUMBERLAND AND
WESTERN RESOURCES, LLC
(INST. NO. 2008-26873)

CALLLED LOCATION OF 30' MOBIL PRODUCING TEXAS &
NEW MEXICO INC. EASEMENT (VOL. 840, PG. 136)

65' MIDLAND COUNTY FRESH WATER
SUPPLY DISTRICT NO. 1 EASEMENT
(INST. NO. 2012-19430)

CALLLED LOCATION OF
30' MOBIL PRODUCING TEXAS &
NEW MEXICO INC. EASEMENT
(VOL. 840, PG. 136)

RIGHT-OF-WAY EASEMENT
SECTION 35, BLOCK 40, TOWNSHIP 1-S,
TEXAS & PACIFIC RAILROAD CO. SURVEY,
ABSTRACT NO. 378
MIDLAND COUNTY, TEXAS



PACKET

28 11

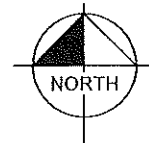
Kimley»Horn

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Fort Worth, Texas 76102 FIRM # 10194040

Tel. No. (817) 335-6511
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	JBH	MSB	10/26/2021	999-2021	7 OF 8

February 13, 2024



COUNTY RD 60

COUNTY RD 1260

COUNTY RD 1247

STATE HIGHWAY 158

SECTION 27, BLOCK 40, T-1-S, TEXAS &
PACIFIC RAILROAD COMPANY SURVEY

SECTION 34, BLOCK 40, T-1-S, TEXAS &
PACIFIC RAILROAD COMPANY SURVEY

SECTION 26, BLOCK 40, T-1-S, TEXAS &
PACIFIC RAILROAD COMPANY SURVEY

SECTION 35, BLOCK 40, T-1-S, TEXAS &
PACIFIC RAILROAD COMPANY SURVEY

TRACT TEN
CUMBERLAND AND
WESTERN RESOURCES, LLC
(INST. NO. 2008-26873)

LEGEND

P.O.B. = POINT OF BEGINNING
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
IRFC = IRON ROD W/CAP FOUND
ADF = ALUMINUM DISK FOUND

RIGHT-OF-WAY EASEMENT
SECTION 35, BLOCK 40, TOWNSHIP 1-S,
TEXAS & PACIFIC RAILROAD CO. SURVEY,
ABSTRACT NO. 378
MIDLAND COUNTY, TEXAS



Texas Department of Transportation

PACKET

28 12

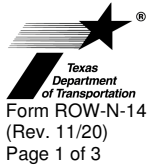
Kimley»Horn

801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102 FIRM # 10194040

Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	JBH	TSB	February 13, 2024	10022021	8 OF 8

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.



DEED

TxDOT ROW CSJ: 0463-02-084

TxDOT Parcel ID: P00071307

Grantor(s), whether one or more:
City of Midland

Grantor's Mailing Address (including county):
300 N Loraine St.
Midland, Midland County, Texas 79701

Grantee:

The State of Texas, acting by and through the Texas Transportation Commission

Grantee's Authority:

The Texas Transportation Commission is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The Texas Transportation Commission is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

Grantee's Mailing Address (including county):
Texas Department of Transportation
125 E. 11th Street
Austin, Travis County, Texas 78701

Consideration:

The sum of Ten and no/100 Dollars (\$10.00) to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.

Property:

PACKET

28.13

February 13, 2024

All of that certain tract or parcel of land in Midland County, Texas, being more particularly described in the attached Exhibit A (the “**Property**”).

Grantors do also Waive, Release, Relinquish, and Convey unto the State of Texas that portion of Grantors' abutting property rights of ingress and egress and direct access on and off the Highway Facility as described in Exhibit "A" by lines of access denial.

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.
2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.
3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Midland County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas, and sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein, and thereunder.

Grantor is retaining title to the following improvements (“**Retained Improvements**”) located on the Property, to wit:

Grantor covenants and agrees to remove the Retained Improvements from the Property by N/A day of N/A 20XX, subject to such extensions of time as may be granted by Grantee in writing. In the event Grantor fails, for any reason, to remove the Retained Improvements within the time prescribed, then, without further consideration, title to all or part of such Retained Improvements not so removed shall pass to and vest in Grantee, its successors and assigns, forever.

Access on and off Grantor's remaining property to and from the State highway facility shall be permitted except to the extent that such access is expressly prohibited by the provisions set out in Exhibit “A”. Grantor acknowledges that such access on and off the State highway facility is subject to regulation as may be determined by the Texas Department of Transportation to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting, or permitting requirements.

GRANTOR, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to Warrant and Forever Defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

EXECUTED on the date(s) of acknowledgment indicated below.

GRANTOR: CITY OF MIDLAND

Acknowledgment

State of Texas
County of

This instrument was acknowledged before me on _____
_____ by _____. The
acknowledging person personally appeared by:

☐ physically appearing before me.

☐ appearing by an interactive two-way audio and video communication that meets the requirements for online
notarization under Texas Government Code, Chapter 406, Subchapter C.

Notary Public's Signature

EXHIBIT A

County:	Midland	RCSJ:0463-02-084
Highway:	State Highway No. 158 (SH 158)	P00071307.001
Limits:	AT County Road No. 60	
CCSJ:	0463-02-079	

PROPERTY DESCRIPTION FOR PARCEL 6

BEING a 2.8708 acre (125,053 square foot) tract of land situated in Section 35, Block 40, Township 1-S, Texas & Pacific Railroad Company Survey, Abstract No. 378, Midland County, Texas, being all of the called 2.870 acre tract of land described in General Warranty Deed to City of Midland, Texas recorded in Instrument No. 2021-8616 of the Official Public Records of Midland County, Texas, and more particularly described as follows:

BEGINNING at a point in the southwest right-of-way line of State Highway No. 158 (120-foot wide right-of-way) (NAD83 grid coordinates N:10695530.73, E:1724473.04), 45 feet right of Engineer's SH 158 Baseline Station (EBS) 1146+23.43; from said point a concrete monument stamped "TXDOT" found at the north end of a right-of-way corner clip at the intersection of the said southwest right-of-way line of State Highway No. 158 and the northwest right-of-way line of TX-191 Frontage (a variable width right-of-way) bears South 57°44'32" East, a distance of 2749.68 feet;

THENCE departing the said southwest right-of-way line of State Highway No. 158, South 30°54'11" West, a distance of 32.67 feet to a 5/8-inch iron rod with cap stamped "KHA" set for corner, 77.67 feet right of EBS 1146+23.43;

THENCE North 59°05'24" West, a distance of 3855.42 feet to a 5/8-inch iron rod with cap stamped "KHA" set for corner, 77.19 feet right of EBS 1052+68.01;

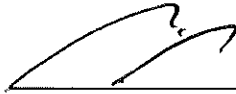
THENCE North 30°54'11" East, a distance of 32.20 feet to a 5/8-inch iron rod with cap stamped "KHA" set for corner in the said southwest line of State Highway No. 158, 45 feet right of EBS 1052+68.01;

THENCE South 59°05'49" East, a distance of 3855.42 feet to the **POINT OF BEGINNING** and containing 125,053 square feet or 2.8708 acres of land.

NOTES:

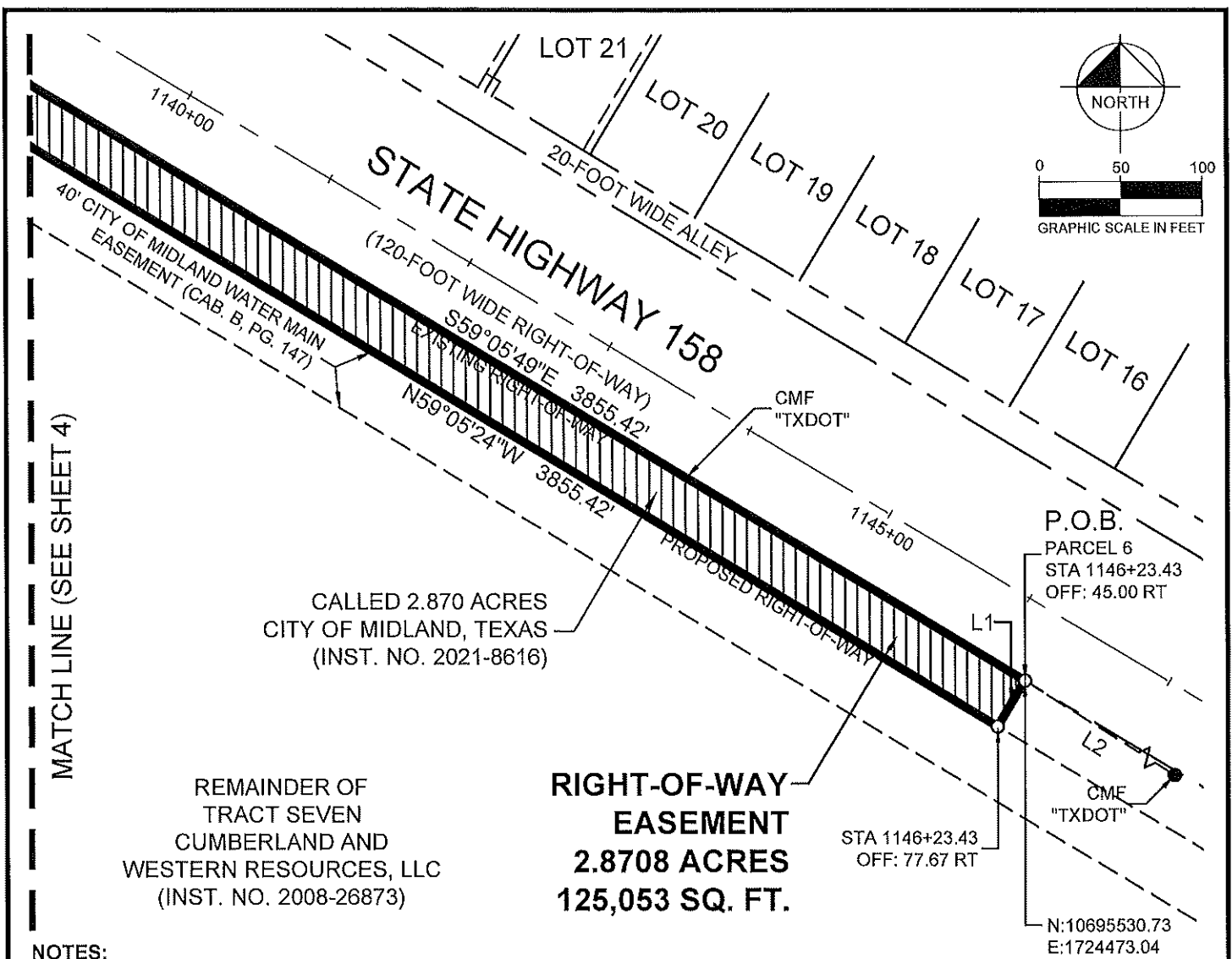
1. The basis of bearings is based on grid north of the Texas Coordinate System of 1983, Central Zone (4203), North American Datum of 1983 (2011). All distances are in U.S. Survey feet.
2. All corners of easement to be acquired are a 5/8" iron rod with cap stamped "KHA" set, unless otherwise noted.
3. The grid coordinates shown are based upon the Texas Coordinate System of 1983, North Central Zone, North American Datum of 1983 on grid coordinate values, no scale, and no projection.

4. A survey plat of even survey date herewith accompanies this metes & bounds description.
5. The undersigned, Registered Professional Land Surveyor, hereby certifies that the foregoing description accurately sets out the metes and bounds of the easement tract described.

 11/14/22

Michael C. Billingsley
Registered Professional Land Surveyor No. 6558
Kimley-Horn and Associates, Inc.
801 Cherry Street, Unit 11, Suite 1300
Fort Worth, Texas 76102
Ph. 817-335-6511
michael.billingsley@kimley-horn.com





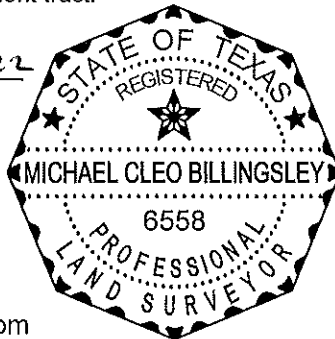
NOTES:

1. The basis of bearings is based on grid north of the Texas Coordinate System of 1983, Central Zone (4203), North American Datum of 1983 (2011). All distances are in U.S. Survey feet.
2. All corners of easement to be acquired are a 5/8" iron rod with cap stamped "KHA" set, unless otherwise noted.
3. The grid coordinates shown are based upon the Texas Coordinate System of 1983, North Central Zone, North American Datum of 1983 on grid coordinate values, no scale, and no projection.
4. A metes and bounds description of even survey date herewith accompanies this survey plat.
5. The undersigned, Registered Professional Land Surveyor, hereby certifies that this survey plat accurately sets out the metes and bounds of the easement tract.

LEGEND

P.O.B. = POINT OF BEGINNING
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
IRFC = IRON ROD W/CAP FOUND
ADF = ALUMINUM DISK FOUND

11/14/22
MICHAEL C. BILLINGSLEY
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6558
801 CHERRY STREET,
UNIT 11 SUITE 1300
FORT WORTH, TEXAS 76102
PH. 817-335-6511
michael.billingsley@kimley-horn.com



RIGHT-OF-WAY EASEMENT
SECTION 35, BLOCK 40, TOWNSHIP 1-S,
TEXAS & PACIFIC RAILROAD CO. SURVEY,
ABSTRACT NO. 378
MIDLAND COUNTY, TEXAS



Texas Department of Transportation

PACKET

28 18

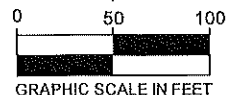
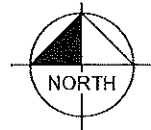
Kimley»Horn

801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102 FIRM # 10194040

Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	JBH	WCH	11/14/22	10695530.73	3 OF 8

February 13, 2024



TRACT 1
CALLED 71.8267 ACRES
GRASSLAND IV, LTD.
(INST. NO. 2019-37820)

MATCH LINE (SEE SHEET 5)

MATCH LINE (SEE SHEET 3)

1130+00

PROPOSED RIGHT-OF-WAY

STATE HIGHWAY 158

(120-FOOT WIDE RIGHT-OF-WAY)
S59°05'49"E 3855.42'
EXISTING RIGHT-OF-WAY

1135+00

N59°05'24"W 3855.42'

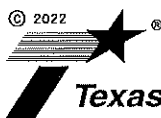
RIGHT-OF-WAY
EASEMENT
2.8708 ACRES
125,053 SQ. FT.

CALLED 2.870 ACRES
CITY OF MIDLAND, TEXAS
(INST. NO. 2021-8616)

REMAINDER OF
TRACT SEVEN
CUMBERLAND AND
WESTERN RESOURCES, LLC
(INST. NO. 2008-26873)

40' CITY OF MIDLAND WATER MAIN
EASEMENT (CAB. B, PG. 147)

RIGHT-OF-WAY EASEMENT
SECTION 35, BLOCK 40, TOWNSHIP 1-S,
TEXAS & PACIFIC RAILROAD CO. SURVEY,
ABSTRACT NO. 378
MIDLAND COUNTY, TEXAS



PACKET

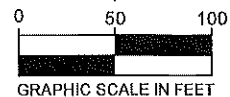
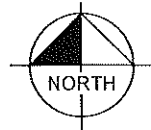
28 19

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	JBH	MS	February 13, 2024	999-2021	4 OF 8



TRACT 1
CALLED 71.8267 ACRES
GRASSLAND IV, LTD.
(INST. NO. 2019-37820)

MATCH LINE (SEE SHEET 6)

MATCH LINE (SEE SHEET 4)

CALLED 2.870 ACRES
CITY OF MIDLAND, TEXAS
(INST. NO. 2021-8616)

LINE TABLE		
NO.	BEARING	LENGTH
L1	S30°54'11"W	32.67'
L2	S57°44'32"E	2749.68'
L3	N30°54'11"E	32.20'

**RIGHT-OF-WAY
EASEMENT
2.8708 ACRES
125,053 SQ. FT.**

STATE HIGHWAY 158
(120-FOOT WIDE RIGHT-OF-WAY)

REMAINDER OF
TRACT SEVEN
CUMBERLAND AND
WESTERN RESOURCES, LLC
(INST. NO. 2008-26873)
RIGHT-OF-WAY EASEMENT
SECTION 35, BLOCK 40, TOWNSHIP 1-S,
TEXAS & PACIFIC RAILROAD CO. SURVEY,
ABSTRACT NO. 378
MIDLAND COUNTY, TEXAS



PACKET

28 20

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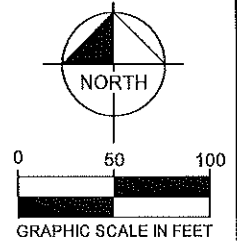
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	JBH	MS	10/26/2021	999-2021	5 OF 8

February 13, 2024

PARCEL TABLE

PARCEL NO.	ACRES	SQ. FT.	GROSS AREA	NET ACRES	OWNERSHIP INFORMATION
6	2.8708	125,053	2.870	0	CITY OF MIDLAND

TRACT 2
CALLED 27.4219 ACRES
GRASSLAND IV, LTD.
(INST. NO. 2019-37820)



MATCH LINE (SEE SHEET 7)

MATCH LINE (SEE SHEET 5)

40' CITY OF MIDLAND WATER MAIN
EASEMENT (CAB. B, PG. 147)

STATE HIGHWAY 158
(120-FOOT WIDE RIGHT-OF-WAY)
S59°05'49"E 3855.42'

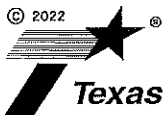
1/2" IRFC
"PLS 1974"

CALLED 2.870 ACRES
CITY OF MIDLAND, TEXAS
(INST. NO. 2021-8616)

**RIGHT-OF-WAY
EASEMENT
2.8708 ACRES
125,053 SQ. FT.**

REMAINDER OF
TRACT SEVEN
CUMBERLAND AND
WESTERN RESOURCES, LLC
(INST. NO. 2008-26873)

RIGHT-OF-WAY EASEMENT
SECTION 35, BLOCK 40, TOWNSHIP 1-S,
TEXAS & PACIFIC RAILROAD CO. SURVEY,
ABSTRACT NO. 378
MIDLAND COUNTY, TEXAS



Texas Department of Transportation

PACKET

28 21

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801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102 FIRM # 10194040

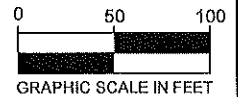
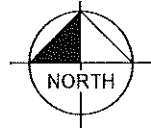
Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	JBH	JPB	4/26/2021	999-2021	6 OF 8

February 13, 2024

CALLLED 2.35 ACRES
JOHNNIE ELGIN VINES
(INST. NO. 2014-405)

CALLLED 6.14 ACRES
HARRY DOUGLAS HARTMAN
AND DONNA ELAINE HARTMAN
(VOL. 683, PG. 645)



1/2" IRFC
"PLS 1974"

1/2" IRFC
"PLS 1974"

SECTION 26, BLOCK 40, T-1-S, TEXAS & PACIFIC
RAILROAD COMPANY SURVEY, ABSTRACT NO. 831

SECTION 35, BLOCK 40, T-1-S, TEXAS & PACIFIC
RAILROAD COMPANY SURVEY, ABSTRACT NO. 378

TRACT 2
CALLLED 27.4219 ACRES
GRASSLAND IV, LTD.
(INST. NO. 2019-37820)

**RIGHT-OF-WAY
EASEMENT
2.8708 ACRES
125,053 SQ. FT.**

STATE HIGHWAY 158
(120-FOOT WIDE RIGHT-OF-WAY)

MATCH LINE (SEE SHEET 6)

STA 1052+68.01
OFF: 77.19 RT

L3 STA 1052+68.01
OFF: 45.00 RT

40' CITY OF MIDLAND WATER MAIN
EASEMENT (CAB. B, PG. 147)

REMAINDER OF
TRACT SEVEN
CUMBERLAND AND
WESTERN RESOURCES, LLC
(INST. NO. 2008-26873)

CALLLED LOCATION OF 30' MOBIL PRODUCING TEXAS &
NEW MEXICO INC. EASEMENT (VOL. 840, PG. 136)

65' MIDLAND COUNTY FRESH WATER
SUPPLY DISTRICT NO. 1 EASEMENT
(INST. NO. 2012-19430)

CALLLED LOCATION OF
30' MOBIL PRODUCING TEXAS &
NEW MEXICO INC. EASEMENT
(VOL. 840, PG. 136)

RIGHT-OF-WAY EASEMENT
SECTION 35, BLOCK 40, TOWNSHIP 1-S,
TEXAS & PACIFIC RAILROAD CO. SURVEY,
ABSTRACT NO. 378
MIDLAND COUNTY, TEXAS



PACKET

28 22

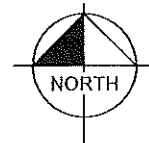
Kimley»Horn

801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102 FIRM # 10194040

Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	JBH	MSB	10/26/2021	999-2021	7 OF 8

February 13, 2024



COUNTY RD 60

COUNTY RD 1260

COUNTY RD 1247

STATE HIGHWAY 158

SECTION 27, BLOCK 40, T-1-S, TEXAS &
PACIFIC RAILROAD COMPANY SURVEY

SECTION 34, BLOCK 40, T-1-S, TEXAS &
PACIFIC RAILROAD COMPANY SURVEY

SECTION 26, BLOCK 40, T-1-S, TEXAS &
PACIFIC RAILROAD COMPANY SURVEY

SECTION 35, BLOCK 40, T-1-S, TEXAS &
PACIFIC RAILROAD COMPANY SURVEY

TRACT TEN
CUMBERLAND AND
WESTERN RESOURCES, LLC
(INST. NO. 2008-26873)

LEGEND

P.O.B. = POINT OF BEGINNING
IRSC = 5/8" IRON ROD W/ "KHA" CAP SET
IRFC = IRON ROD W/CAP FOUND
ADF = ALUMINUM DISK FOUND

RIGHT-OF-WAY EASEMENT
SECTION 35, BLOCK 40, TOWNSHIP 1-S,
TEXAS & PACIFIC RAILROAD CO. SURVEY,
ABSTRACT NO. 378
MIDLAND COUNTY, TEXAS



Texas Department of Transportation

PACKET

28 23

Kimley»Horn

801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102 FIRM # 10194040

Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	JBH	TSB	1/28/2024	1002021	8 OF 8

February 13, 2024

AGREEMENT TO ACCEPT DONATION OF REAL PROPERTY

STATE OF TEXAS	§	ROW CSJ #: 0463-02-084
	§	Parcel #: P00071307
COUNTY OF MIDLAND	§	Project limits: At Wadley Ave

THIS AGREEMENT is entered between the Contracting Parties, as defined below.

I. Contracting Parties:

Donor: City of Midland

State: The Texas Department of Transportation ("**State**" or "**TxDOT**")

II. Background:

Texas Transportation Code §201.206 authorizes the State to accept, from any source, a donation of realty for the purpose of carrying out its functions and duties. Texas Government Code Chapter 575, requires the governing board of a state agency, not later than the 90th day after a donation valued at \$500 or more is accepted, to acknowledge the acceptance of the donation by majority vote at an open meeting and prohibits a state agency from accepting a donation from a person who is a party to a contested case before the agency until the 30th day after the date the decision in the case becomes final. To provide guidance on when a donation may be accepted by the State, the Texas Transportation Commission (Commission) has adopted rules relating to the State acceptance of donations, codified as 43 TAC §§1.500-1.506. Acceptance of a donation of \$500.00 or more must be acknowledged by the Commission not later than the 90th day after the date the Donation is accepted by the State.

The Donor is a property owner desiring to donate property described herein to the State for no benefit or gain to the Donor. The State wishes to accept the donation of property and the Donor must execute this donation agreement.

III. Agreement:

The Donor, being fully informed of its right to receive just compensation for the Property, agrees to donate the property more particularly described on Exhibit "A", attached hereto and incorporated herein for all purposes (the "**Property**"), to the State. The State certifies that its acceptance of the Property will further the State's abilities to meet its responsibilities.

The value of the Property as determined by (leave blank if Donor has waived) is \$(leave blank if Donor has waived). The Donor has been informed of its right to conduct or waive an appraisal of the Property by a qualified appraiser. (_____) **Donor's Initial**

IV. Representations and Warranties:

- The Donor represents and warrants that it has unrestricted fee ownership and use of the Property and that by signing the Donation Deed it is forever relinquishing and transferring all rights and interest in and to the Property to the State.
- The Donor acknowledges that it has been fully informed of Donor's right to receive just compensation for the Property.
- Donor acknowledges that nothing contained in this Agreement shall be a limitation of any type on the divestment of interest by Donor to State.
- The Donor acknowledges that there is no official relationship between the Donor and the State.
- The Donor acknowledges that it will receive no benefit as a result of the donation of the Property.
- The Donor is not the subject of State regulation or oversight, or interested in or likely to become

interested in any contract, purchase, payment, or claim with or against the State.

- G. The State determines that acceptance of the donation will provide a significant public benefit and such acceptance does not influence or appear to influence the State in the performance of its duties.
- H. The Donor acknowledges that TxDOT's acceptance of the donation does not bind State to a course of action or promise of performance.
- I. The State neither approves nor is responsible for any representations made by the Donor for tax purposes.
- J. The Donor acknowledges that the State will act in reliance of and in consideration of the promises made by the Donor in this agreement.
- K. The Donor acknowledges that this agreement is public information and will be furnished to a requestor pursuant to Chapter 552 of the Texas Government Code.

V. Hold Harmless:

The Donor shall save and hold harmless the State and its officers and employees from any and all claims and liability due to any intentional or negligent actions that are caused by or result from error, omission, or negligent act of the Donor or of any person employed by the Donor. The Donor shall also save harmless the State from any and all expense, including, but not limited to, attorney fees that may be incurred by the State in litigation or otherwise resisting the claim or liabilities that may be imposed on the State as a result of such activities by the Donor, its agents, or employees.

VI. Warranty of Use:

Donor represents and warrants to the State that Donor has no knowledge of any current or former use, generation, storage or disposal of any hazardous material on or under the Property currently or previously in violation of any federal, state or local governmental law or rule. Additionally, Donor represents and warrants to the State that Donor has no knowledge of the Property being used for a gas station, auto shop, or dry cleaning service, and has no knowledge of the presence of asbestos material on the Property. Donor has not received any notice of any action or proceeding relating to any hazardous materials or any release thereof on, in, under or about the Property.

VII. Relocation Assistance: (If applicable)

Donor acknowledges receipt of the brochure entitled "*Relocation Assistance*" and understands that relocation assistance benefits, if any, are handled entirely separate from and in addition to this transaction. Relocation benefits, if any, will be examined on a case by case basis, and will be specifically set forth in a separate agreement.

VIII. Costs:

- A. The State, without cost to the Donor, shall pay the cost of recording all instruments conveying title to the State, and the State may, but is not obligated to, purchase an owner's title policy at the State's expense.
- B. Donor will be reimbursed for any fair and reasonable incidental expenses necessarily incurred in transferring title to the Property for use by State. Expenses eligible for reimbursement may include (1) recording fees, transfer taxes and similar expenses incidental to conveying the Property to State; and (2) penalty costs for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the Property. Voluntary unnecessary expenses or expenses incurred in clearing questionable title will not be eligible for reimbursement. Eligible incidental expenses will be reimbursed upon submission of a claim supported by receipted bills or other evidence of actual expenses incurred. Donor may file a written request for review if Donor believes that the State failed to properly determine the eligibility for or the amount of incidental expenses to be reimbursed. There is no standard form on which to request a review of a claim; however, the request for review must be filed with the State within six months after you are notified of the State's determination on any claim for reimbursement.

IX. Termination/Withdrawal:

If Donor withdraws from this agreement, in writing, before it is executed by the State, such withdrawal shall extinguish all rights, duties, obligations and liabilities of the State and the Donor under this agreement.

X. Sole Agreement:

This Agreement and the Donation Deed constitute the only promises, consideration and conditions of this conveyance, and no other promises, consideration or conditions have been signified or implied, except any benefits which Donor may or may not be entitled under the State's Relocation Assistance Program.

XI. Notices:

All notices to either party by the other party will be delivered personally or sent by U.S. Mail, postage prepaid, to the following addresses:

Donor:	State:
Attn: Jose Ortiz, Assistant City Manager City of Midland 300 N Loraine Midland, Texas 79701	Texas Department of Transportation Attn: Right of Way Division P.O. Box 5075 Austin, Texas 78763-5075

The notice shall be received by the addressee on the date delivered or deposited in the mail. Either party may change its address by sending written notice of the change to the other in the manner provided.

XII. Exhibits:

- A. Property Location Map or Survey
- B. Deed

The State and the Donor have executed duplicate counterparts of this agreement.

THE STATE

Executed for the Executive Director and approved by the Texas Transportation Commission for the purpose and effect of carrying out the orders, established policies, or work programs approved and authorized by the Texas Transportation Commission.

Texas Department of Transportation

Director, TxDOT Right of Way Division

Date:

THE DONOR

The undersigned signatory warrants that he or she is an official representative of the organization making the donation described and is authorized to make the donation and to enter into this Agreement on behalf of the organization.

BY: _____

Authorized Signature

Jose Ortiz, Assistant City Manager

Typed or Printed Name and Title

Date:



City Council Meeting

Item Number: 29
Meeting Date: January 23, 2024
To: City Council / City Manager
From: Andrew Meyers, Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO GRANT A SPECIFIC USE DESIGNATION WITHOUT TERM FOR LOT 8, LESS THE NORTH 30 FEET, AND LOT 9, BLOCK 4, STOCKARD ACRES ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF GOODE STREET, APPROXIMATELY 315 FEET NORTH OF CARTER STREET), WHICH IS PRESENTLY ZONED C, COMMERCIAL 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 (DISTRICT 2) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

The applicant, Justin Smith, is requesting a Specific Use Designation without Term to operate a Car Dealership at 1016 Goode Street.

Recommended City Council Action:

Approve

Fiscal Impact:

This proposal does not have a significant financial impact to the City.

Surrounding Zoning and Land Use:

This property is currently zoned C, Commercial District. All of the surrounding properties are zoned C, Commercial District. These properties are used as industrial shops and an auto parts store.

Strategic Priority:

Strong Economy with More Quality Jobs

Discussion:

The applicant is proposing to use the former Pleasures Detail and Mobile Wash as a Car Dealership. The property is currently vacant and is zoned C, Commercial District. Per section 4.03 Use Chart of the zoning ordinance, an automobile or other motorized vehicle sales and service use is allowed in the C, Commercial District, with a Specific Use Designation without Term.

The site plan (Exhibit A) provided shows an overview of the property that will be used for car sales. There will be no outside display of cars and six (6) parking spots will be available for patrons. There is an existing 5,000 square feet of building space. Of the 5,000 square feet, 4,633 will be showroom space; this would be classified as a Commercial Use (Not Listed) and thus will require one space for each two employees per maximum shift or one space per each 1,000 square feet of floor area, whichever is greater. 367 spare feet will be classified as Office Space which will require one space for each 400 square feet of Floor Area, minimum of five spaces. This property will require six (6) spaces and provides six (6) spaces.

The proposed hours of operation are the following:

Monday through Friday from 9:00 a.m. through 4:00 p.m.

The Automobile or Other Motorized Vehicle Sales and Services will need to comply with the standards as listed in Section 4.04.A.6 of the Zoning Ordinances.

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.

This project has been circulated to all City departments for review. Below are the department comments.

Fire: (Approved)

All future development shall meet the requirements of IFC 2015 ed. and local ordinances. I recommend the applicant contact the Fire Marshal's office for code requirements specific to auto sales and repair.

Engineering: (Approved)

No objection. [For Applicant's Information Only.]

Transportation: (Approved)

No objections. [For the Applicant's information only.]

Building Code: (Approved)

No objection.

Planning: (Approved)

No objections.

This area is already an established commercial district with a plethora of current commercial uses, so this fits well.

This request meets all requirements; therefore, staff recommends approval of the request of the Specific Use Designation without Term for an Automobile or other Motorized Vehicle Sales and Services, subject to Condition A through C.

Conditions:

- A. That the use and development of the property shall significantly conform to the Site Plan (Exhibit A) which is attached hereto and incorporated herein for all purposes.
- B. That the development of the automobile or other motorized vehicle sales and services shall comply with the standards listed in Section 4.04. A.6 of the Zoning Ordinance.

- C. The days and hours of operation of the automobile or other motorized vehicle sales and services shall be limited to: Monday through Friday from 9:00 a.m. to 4:00 p.m.
- D. That the applicant shall obtain a Certificate of Occupancy prior to the commencement of the Automobile Sales and Services to ensure that the conditions of this permit are satisfied.

Letters of Objection:

As of January 12, 2024, staff has not received any letters of objection.

Attachments:

Site Plan (Exhibit A)
Application
Maps

Fre E. Out

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 LOT 8, LESS THE NORTH 30 FEET, AND LOT 9, BLOCK 4, STOCKARD ACRES ADDITION, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF GOODE STREET, APPROXIMATELY 315 FEET NORTH OF CARTER STREET), WHICH IS PRESENTLY ZONED C, COMMERCIAL 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 Lot 8, less the north 30 feet, and Lot 9, Block 4, Stockard Acres 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 Without Term for automobile or other motorized vehicle sales and service (the “Specific Use”), together with the uses permitted in the present C, Commercial 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 “A” and incorporated herein for all purposes.
- B. That the use and development of the Property for the Specific Use shall conform to standards set forth in 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 9:00 a.m. to 4:00 p.m.
- D. That the operator of the Specific Use 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 With 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., 2024; 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., 2024, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

Lori Merritt Blong, Mayor

ATTEST:

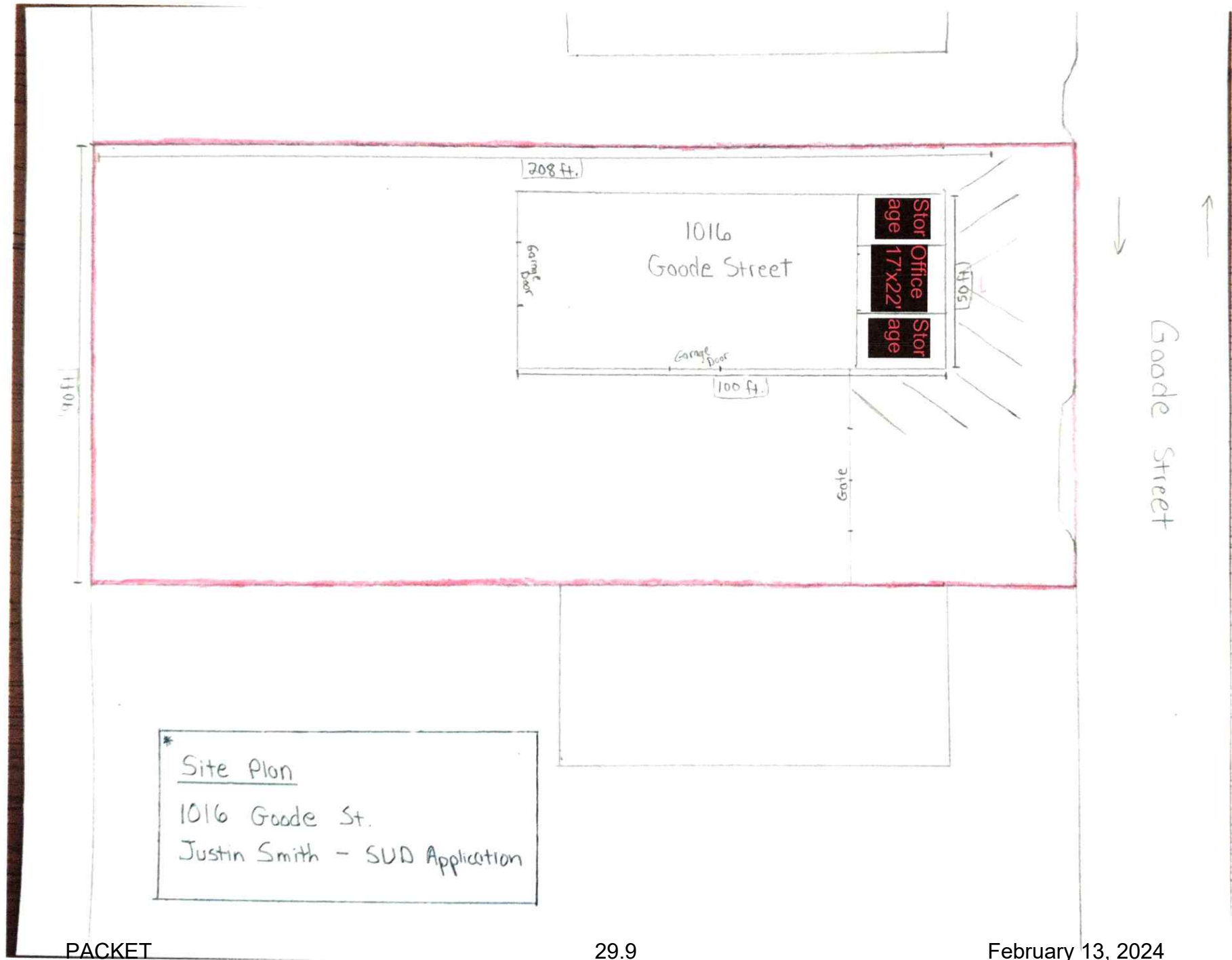
Marcia Bentley-German, City Secretary

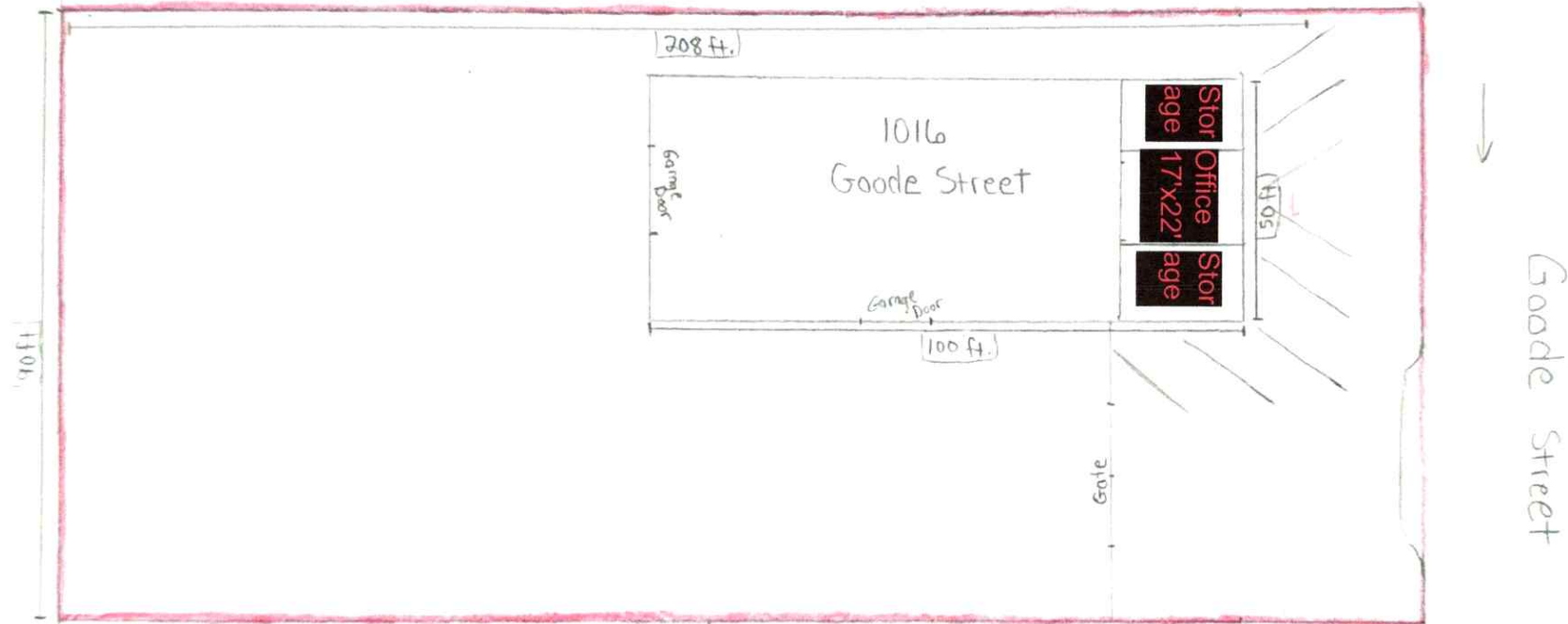
APPROVED AS TO CONTENT
AND COMPLETENESS:

Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney





*
Site Plan
1016 Goode St.
Justin Smith - SUD Application



**Specific Use Designation
Application (Non-Alcohol)**

Case Number: _____

Ord. Number: _____

Applicant (if acting as Agent, see affidavit on page 2)

Printed Name: Justin Smith

Phone ()

Email jdsbiz2@gmail.com

Address 6709 Cactus Trail

City Midland

State TX

Zip 79707

Property Owner

Printed Name: Renee Runkel

Phone ()

Email jdsbiz2@gmail.com

Address 1104 Silverton

City Midland

State TX

Zip 79705

Representative (if different from Applicant or Property Owner)

Firm: _____

Printed Name: Justin Smith

Phone ()

Email

jdsbiz2@gmail.com

Address 6709 Cactus Trail

City Midland

State TX

Zip 79707

Type of Permit: Special Use (Auto Dealer)

For Office Use Only

☐ with Term

☐ without Term

Is there any Code Enforcement action pending on property? ☐ Yes ☐ No

Street Address: 1016 Goode St.

Legal Description

Lot: 9 part of 8 Block: 4 Subdivision: Stockard Acres

Current Zoning: C, Commercial

Maximum Floor Area: 5,000

Maximum Occupancy: N/A

Proposed hours and days of use or operation: 9 AM to 4 PM. Monday through Friday

Reason for request: Want to open an indoor Classic Car dealership. Need approval for this specific use in order to obtain dealers license.

Applicant's opinion as to why the request will not adversely affect the public safety, health, morals, general welfare, and convenience: Business will be conducted inside the building, with little to no impact on traffic, parking, neighborhood, surrounding businesses, etc. I want to bring a new and exciting purchasing option to the local community who like owning classic cars.

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:
Applicant (printed): Justin Smith	
Property Owner (signature):	Date:
Property Owner (printed) : Renee Runkel	
<i>The Specific Use Designation shall be considered officially received in the Planning office <u>only</u> when it has been submitted in <u>full compliance</u> 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.</i> <i>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.</i>	

STATE OF TEXAS
COUNTY OF MIDLAND

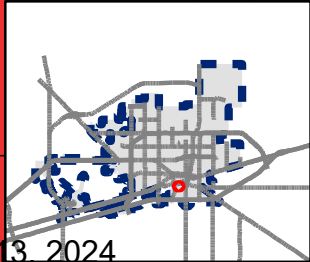
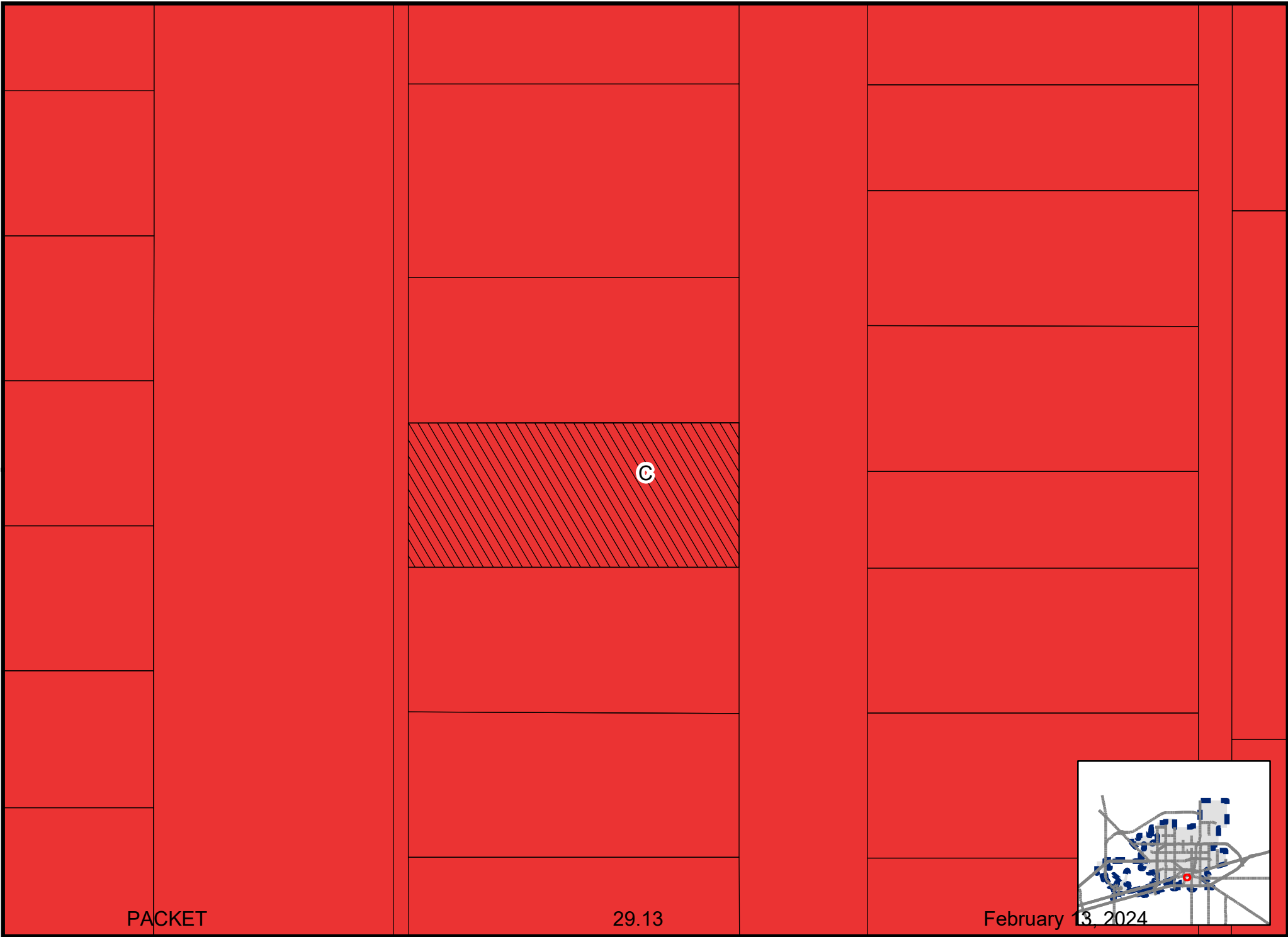
Authorized Agent (*signature*)

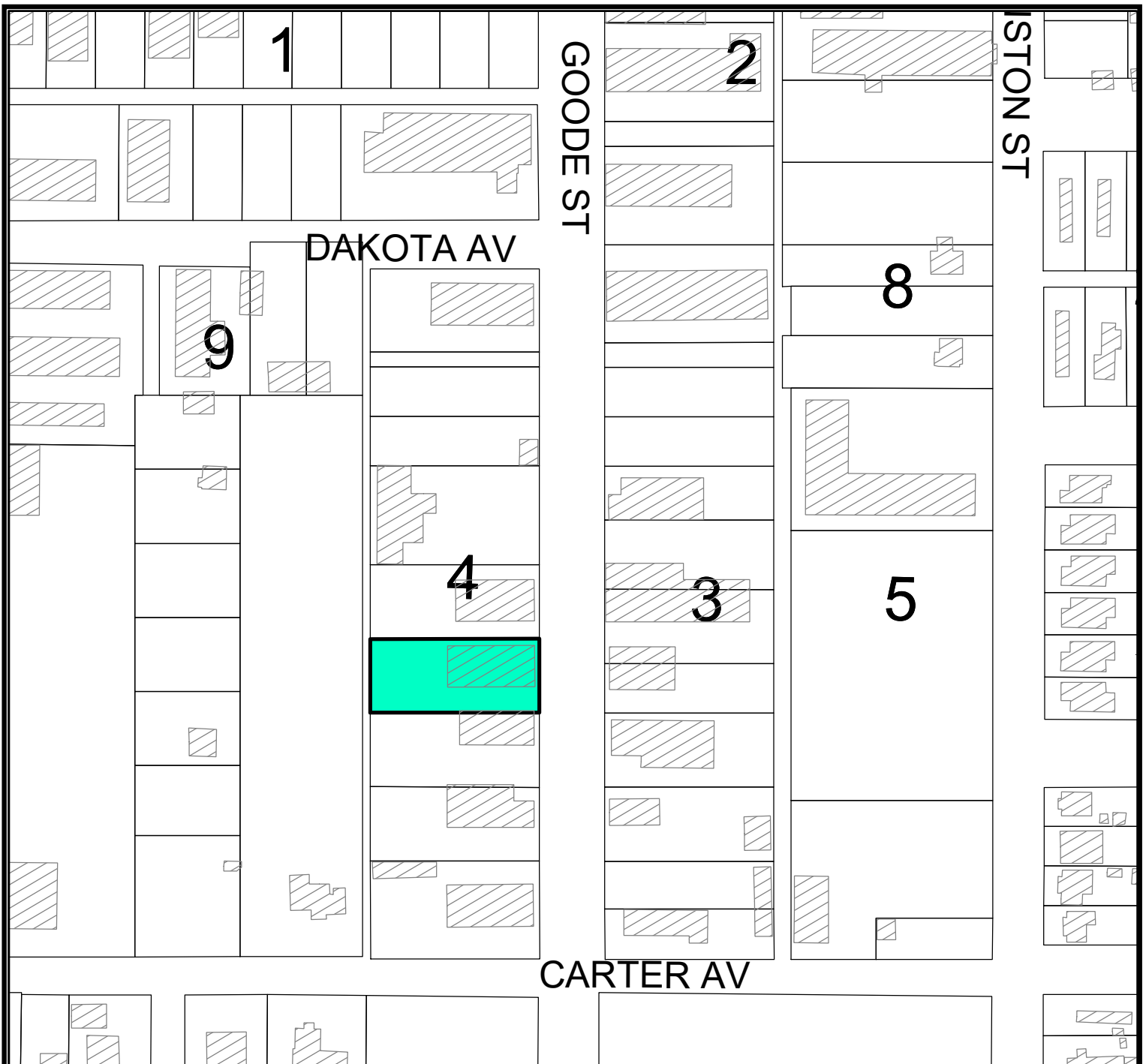
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY	
☐ Property Owner Authorization ☐ Application Fee Check # _____	☐ Dimensioned Site Plan ☐ Site Plan in Digital Format (PDF/JPEG)
Received By:	Date:

February 13, 2024

****Application will not be considered for scheduling until reviewed by a planner.****





LOCATION MAP

SUDwo-23-0040

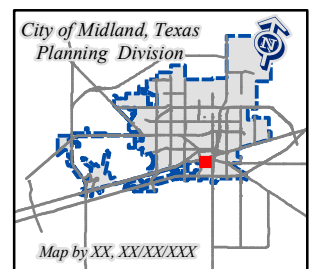
Scale: 1" = 175'

Consider a request by Justin Smith for a Specific Use Designation without Term for an automobile or other motorized vehicle sales and service on Lot 8 less the north 30 feet and Lot 9, Block 4, Stockard Acres, City and County of Midland, Texas.

Generally located on the west side of Goode Street, approximately 315 feet north of Carter Avenue. (District 2)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY. THE CITY OF MIDLAND NOR IS IT DESIGNED TO BE USED AS A TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

February 13, 2024











City Council Meeting

Item Number: 30
Meeting Date: January 23, 2024
To: City Council / City Manager
From: Landon Ochoa, Senior Planner
Subject: AN ORDINANCE VACATING AND ABANDONING A 0.25-ACRE PORTION OF SINCLAIR AVENUE RIGHT-OF-WAY AND A 0.08-ACRE PORTION OF ALLEY RIGHT-OF-WAY, BOTH LOCATED ADJACENT TO THE NORTH 380 FEET OF THE EAST HALF OF THE SOUTH HALF OF TRACT 2, SUNSET ACRES, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF THE INTERSECTION OF NORTH MIDKIFF ROAD AND SINCLAIR AVENUE); ADOPTING THE APPRAISAL BY THE ASSISTANT CITY MANAGER OF \$7,623.00; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY (DISTRICT: 3) (DEVELOPMENT SERVICES) (QUALITY OF LIFE AND PLACE)

Purpose:

The applicant, Community and Senior Services of Midland, is requesting to vacate a 0.25-acre portion of the Sinclair Avenue right-of-way, and a 0.08-acre portion of alley right-of-way, both located adjacent to the north 380 feet of the east half of the south half of Tract 2, Sunset Acres, City and County of Midland, Texas for future development.

Recommended City Council Action:

Approve

Fiscal Impact:

The 2023 appraised value of the right-of-way is a total value of \$7,623.00.

Discussion:

The Midland Central Appraisal District's appraisal of this land at a total of \$7,623.00 using the formula of 10,890 sq ft X .70. There is also an associated replat in process that includes the

vacated portions.

This request has been circulated and reviewed by all pertinent City departments and franchise utility companies. Their comments, conditions, and requests are as follows:

Code Compliance: (Approved)

No oil and gas issues.

Building Code: (Approved)

No objections.

Engineering: (Approved)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed. [For Applicant's Information Only.]

Fire: (Approved)

No objections.

Transportation: (Approved)

No objections to vacation. Applicant shall be responsible for relocating any utilities, if existing, or providing easements as needed.

GIS: (Approved)

No comment.

AT&T: (Approved)

AT&T is okay with the vacation as long as a utility easement is retained, and the relocation of utilities is at the cost of the developer.

Atmos: (Approved)

Atmos Energy has no objection to the above referenced changes to the street and alley right of way located west of Midkiff Road. We currently have no gas lines or facilities located within this section of right of way proposed to be vacated.

Astound: (Approved)

The only services Astound has are along Midkiff Road going North and South from looking at their maps. They do not have utilities in the proposed area.

Oncor: (Approved)

Oncor has underground facilities with an easement on the property that serves the WTX Food Bank and another. Oncor will work with the developer to relocate these facilities as needed. Note that new easements may be needed as well as appropriate relocations costs, these topics will be discussed with the site developer.

Altice USA: (Approved)

Altice USA has identified utilities in the area. They have an aerial & coax plant on the poles on the west side off of N Midkiff Road. The developer will need to pay to relocate those utilities.

Planning:

Pertinent City departments and franchise utility companies have reviewed this vacation request and have approved of the request. Since some of the franchise utility companies have utilities in the proposed area, a utility easement will need to be retained until all utilities have been relocated. Additionally, in order for the replat to be approved, an access easement will need to be provided to give the property to the north access.

Therefore, staff recommends approval of this vacation subject to conditions A and B.

Conditions:

A. That the value of the property shall be \$7,623.00.

B. That a replat of the subject property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County.

Letters of Objection:

As of January 11, staff has not received any letters of objection to this request.

Attachments:

Vacation Survey (Exhibit A)

Application

Maps

Responses from Franchise Utility Companies

Pre t. Out

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE VACATING AND ABANDONING A 0.25-ACRE PORTION OF SINCLAIR AVENUE RIGHT-OF-WAY AND A 0.08-ACRE PORTION OF ALLEY RIGHT-OF-WAY, BOTH LOCATED ADJACENT TO THE NORTH 380 FEET OF THE EAST HALF OF THE SOUTH HALF OF TRACT 2, SUNSET ACRES, CITY AND COUNTY OF MIDLAND, TEXAS (GENERALLY LOCATED ON THE WEST SIDE OF THE INTERSECTION OF NORTH MIDKIFF ROAD AND SINCLAIR AVENUE); ADOPTING THE APPRAISAL BY THE ASSISTANT CITY MANAGER OF \$7,623.00; RETAINING A NONEXCLUSIVE UTILITY EASEMENT; AND ORDERING RECORDATION BY THE CITY SECRETARY

WHEREAS, it has been determined by the Midland City Council that a 0.25-acre portion of Sinclair Avenue right-of-way and a 0.08-acre portion of alley right-of-way, both located adjacent to the north 380 feet of the east half of the south half of Tract 2, Sunset Acres, City and County of Midland, Texas, as described in Exhibit “A” attached hereto and made a part hereof for all legal purposes (the “Property”), is no longer needed for public use; and

WHEREAS, Section 272.001 of the Texas Local Government Code provides that a political subdivision may not convey, sell, or exchange its interest in land without observing notice and bid requirements, unless the conveyance is to one or more abutting property owners; and

WHEREAS, an application for vacating the Property has been received by the City from the abutting property owner; and

WHEREAS, the Assistant City Manager has appraised the value of the City’s property interest in the Property at \$7,623.00, as shown in Exhibit “B” attached hereto and incorporated herein by reference; and

WHEREAS, the Council finds it to be in the public interest to abandon and vacate the Property;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE

CITY OF MIDLAND, TEXAS:

SECTION ONE. That the Property is hereby vacated and abandoned for all public purposes. Provided, however, that the City is hereby abandoning only the public interest in the Property, and this ordinance in no way affects any private easement or access easement which abutting property owners may have in the Property.

SECTION TWO. That this ordinance shall not be effective until:

- A. the City of Midland has received from the abutting property owner(s) the sum of \$7,623.00; and
- B. a replat of the Property is approved by the City of Midland and filed and recorded with the County Clerk of Midland County, Texas.

SECTION THREE. That the City herein retains an accessible nonexclusive utility easement across, through, over, under, on and along the Property until all entities that were using the Property for utility purposes as of the date of approval of this ordinance have abandoned their uses of the Property.

SECTION FOUR. That upon the City's receipt of the sum set forth in Section Two hereof, the City Secretary is hereby authorized and directed to file a certified copy of this ordinance with the County Clerk of Midland County, Texas, for purposes of recording in the Official Records of Midland County, Texas.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2024; 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., 2024, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

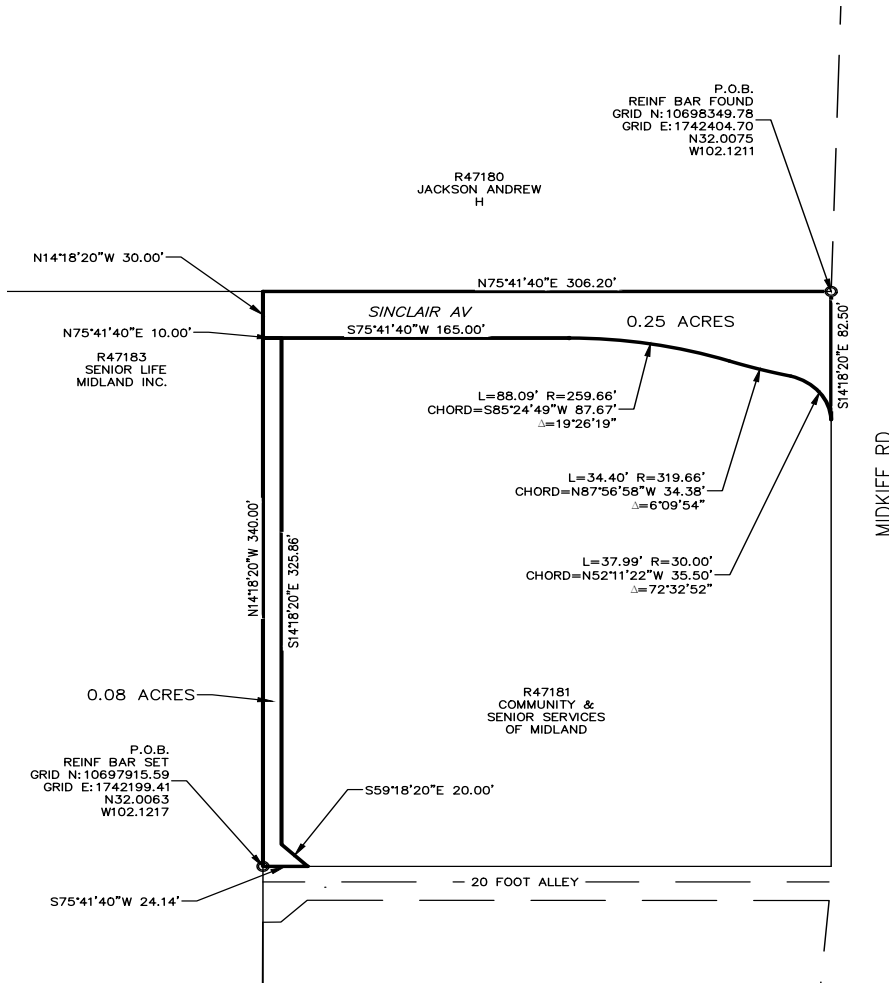
APPROVED AS TO CONTENT
AND COMPLETENESS:

Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

EXHIBIT "A"



FIELD NOTE DESCRIPTION OF A 0.08 ACRE TRACT OF LAND, OFF THE WEST SIDE OF THE NORTH 380 FEET OF THE E/2 OF THE S/2 OF TRACT 2, SUNSET ACRES, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS, SAID 0.08 ACRE TRACT DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A REINF BAR SET (N:10697915.59, E:1742199.41) FOR THE SOUTHWEST CORNER OF THIS TRACT;
 THENCE NORTH 14°18'20" WEST 340.00 FEET TO A POINT FOR THE NORTHWEST CORNER OF THIS TRACT;
 THENCE NORTH 75°41'40" EAST 10.00 FEET TO A POINT FOR THE NORTHEAST CORNER OF THIS TRACT;
 THENCE SOUTH 14°18'20" EAST 325.86 FEET TO A POINT FOR CORNER OF THIS TRACT;
 HENCE SOUTH 59°18'20" EAST 20.00 FEET TO A POINT FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE SOUTH 75°41'40" WEST 24.14 FEET TO THE PLACE OF BEGINNING.

BEARINGS AND DISTANCES SHOWN ARE BASED ON GPS OBSERVATIONS AND CONFORM TO THE "TEXAS COORDINATE SYSTEM" TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.

FIELD NOTE DESCRIPTION OF A 0.25 ACRE TRACT OF LAND, ALSO KNOWN AS SINCLAIR AVENUE, OUT OF THE NORTH 380 FEET OF THE E/2 OF THE S/2 OF TRACT 2, SUNSET ACRES, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS AND OUT OF THE SOUTHEAST PART OF SECTION 20, BLOCK 39, T-1-S, T&P RR CO SURVEY, MIDLAND COUNTY, TEXAS, SAID 0.25 ACRE TRACT DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A REINF BAR FOUND (N:10698349.78, E:1742404.70) IN THE WEST RIGHT OF WAY LINE OF MIDKIFF ROAD FOR THE NORTHEAST CORNER OF THIS TRACT, ALSO BEING THE SOUTHEAST CORNER OF SUNSET ACRES, BLOCK 2, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS;
 THENCE SOUTH 14°18'20" EAST 82.50 FEET TO A POINT FOR THE SOUTHEAST CORNER OF THIS TRACT AND THE BEGINNING OF A CURVE TO THE LEFT;
 THENCE 37.99 FEET ALONG A CURVE WITH A RADIUS OF 30.00 FEET AND A DELTA ANGLE OF 72°32'52", AND A CHORD BEARING OF NORTH 52°11'22" WEST 35.50 FEET TO A POINT FOR AN INTERIOR CORNER OF THIS TRACT AND CONTINUING WITH THE CURVE RIGHT;
 THENCE 34.40 FEET ALONG A CURVE WITH A RADIUS OF 319.66 FEET AND A DELTA ANGLE OF 06°09'54", AND A CHORD BEARING OF SOUTH 87°56'58" WEST 87.67 FEET TO A POINT FOR AN INTERIOR CORNER OF THIS TRACT AND CONTINUING WITH THE CURVE RIGHT;
 THENCE 88.09 FEET ALONG A CURVE WITH A RADIUS OF 259.66 FEET AND A DELTA ANGLE OF 19°26'19", AND A CHORD BEARING OF SOUTH 85°24'49" WEST 87.67 FEET TO A POINT FOR AN EXTERIOR CORNER OF THIS TRACT;
 THENCE SOUTH 75°41'40" WEST 165.00 FEET TO A POINT FOR THE SOUTHWEST CORNER OF THIS TRACT;
 THENCE NORTH 14°18'20" WEST 30.00 FEET TO A POINT FOR THE NORTHWEST CORNER OF THIS TRACT;
 THENCE NORTH 75°41'40" EAST, ALONG THE NORTH RIGHT OF WAY LINE OF SAID SINCLAIR AVENUE, 306.20 FEET TO THE PLACE OF BEGINNING.

BEARINGS AND DISTANCES SHOWN ARE BASED ON GPS OBSERVATIONS AND CONFORM TO THE "TEXAS COORDINATE SYSTEM" TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.

Surveyor Certification

TO THE LIENHOLDERS, COMMUNITY AND SENIOR SERVICES OF MIDLAND

(OWNER) OF THE PREMISES AND TO THE ISSUING TITLE INSURANCE UNDERWRITER: THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND THAT THERE ARE NO KNOWN DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, EASEMENTS OR RIGHTS-OF-WAY, EXCEPT AS SHOWN HEREON.

DATED THIS 14TH DAY OF DECEMBER, 2023

RJ DAUM
 TEXAS RPLS 4826

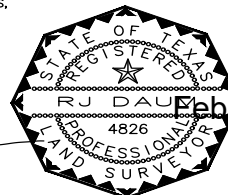


EXHIBIT A

A 0.08 TRACT OF LAND
 &
 A 0.25 TRACT OF LAND

OUT OF SUNSET ACRES,
 AN ADDITION TO THE CITY OF
 MIDLAND, MIDLAND COUNTY, TEXAS
 AS PER THE MAP OR PLAT
 RECORDED IN COUNTY CLERKS OFFICE
 MIDLAND COUNTY, TEXAS

SCALE: 1" = 80' REV 1-12-24

PROJECT: 79394
 JOB NO: 79,394

LEGEND:

MONUMENT AS DESCRIBED
 PROPERTY LINE
 ADJOINING PROPERTIES

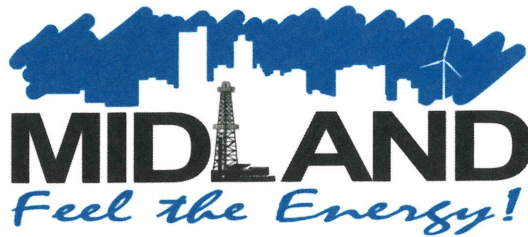


SCHUMANN
 SUPACORP, INC.
 A LATERAL LAND COMPANY

800 N. MARLENFELD STREET
 SUITE 100
 MIDLAND, TEXAS 79701

TEXAS FIRM No. 10149500

Office (432) 684-5548



Office of the City Manager

January 12, 2024

Midland City Council
City of Midland, Texas

RE: Request for vacation of a 0.25-acre portion of Sinclair Avenue right-of-way and a 0.08-acre portion of alley right-of-way, both located adjacent to the north 380 feet of the east half of the south half of Tract 2, Sunset Acres, City and County of Midland, Texas

Dear Members of the City Council:

The above-referenced property has been appraised in accordance with Chapter 272 of the Texas Local Government Code. The fair market value of the property is \$7,623.00. Upon the City's receipt of this sum from the adjoining property owner(s), the ordinance vacating and abandoning the City's interest in the property may be recorded in the Midland County Clerk's office.

Very truly yours,

A handwritten signature in black ink, appearing to read "Jose Ortiz".

Jose Ortiz
Assistant City Manager



Vacate Right-of-Way/Public Utility Easement/Land/Street Application

Project Number: _____

Case Number: _____

Applicant (if acting as Agent, see affidavit on page 2)

Printed Name: **COMMUNITY AND SENIOR SERVICES OF MIDLAND**

Phone (432) 254 0327

Email *kl.hogan@seniorlifemidland.org*

Address
3301 SINCLAIR AVENUE

City
MIDLAND

State
TX

Zip
79705

Application is hereby made to the City Council to vacate the following:

- ☐ Right-of-Way
- ☒ Public Utility Easement
- ☐ Land
- ☒ Street

Description of Address: 10 FOOT ALLEY AND SINCLAIR AVENUE

Reason for Request: TO JOIN 2 PROPERTIES INTO ONE CONTINUOUS PROPERTY

Reasons, in applicant's opinion, why the requested vacation will not adversely affect the public welfare or will contribute to it in a positive way: APPLICANT OWNS PROPERTY SURROUNDING THE 10 FOOT ALLEY ON EAST AND WEST SIDE. APPLICANT HAS ACCESSES TO PROPERTY THROUGH MIDKIFF ROAD.

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Sealed metes and bounds description of the property to be vacated (included on the map) and total square feet of vacation. Include ownership, legal and deed information for adjacent property owners
- Digital Copies of Survey (PDF/JPEG)

Utility Company Approval

Clearance is needed from the following utility companies:

- City of Midland
- Atmos Energy
- Oncor Electric
- AT&T
- Suddenlink Cable TV Co.
- Grande Communications

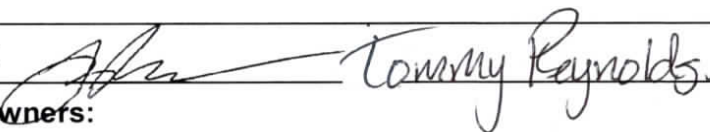
The City will route the request to these companies, but it is the applicant's responsibility to ensure clearance has been obtained to resolve any issues that may arise.

Policies

1. If the vacation request involves only a portion of a section right-of-way, such that approval would not affect the public's ability to travel along said right-of-way, then the request will be scheduled for consideration by the City Council. No public hearing will be needed.
2. If the vacation request involves an entire section of right-of-way, such that approval would cause the public to lose all rights to use it, then the following procedures apply:
 - a. Nearby land owners who have a reasonable expectation to use said right-of-way, as determined by the Transportation Division, must first agree to the proposed vacation. It is the applicant's responsibility to obtain a letter of concurrence signed by the affected landowners.
 - b. If all letters are received indicating that the affected landowners agree to the request, then a public hearing before the City Council will be scheduled. The Planning Division will mail public notice of the hearing to landowners within 400 feet of the affected right-of-way.
 - c. If a request is approved, the right-of-way shall be divided into two equal parts, with each half becoming the property of the respective abutting owner. If the applicant desires to own the entire width, he or she must negotiate with the opposite landowner.

Signatures

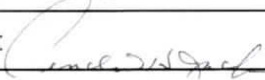
Applicant (signature):

 Tommy Reynolds

Date: 11/5/2023

Affected Property Owners:

Signature:



Print: Andrew Jackson

Date: 11/15/2023

Signature:

Print:

Date

Signature:

Print:

Date

Signature:

Print:

Date

The Vacation of right-of-way/public utility easement/land/street shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

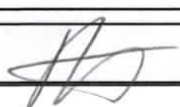
FOR OFFICE USE ONLY

☒ 1 FOLDED Copy of Survey

☒ Survey in Digital Format (PDF/JPEG)

☐ Application Fee

Check # _____

Received By: 

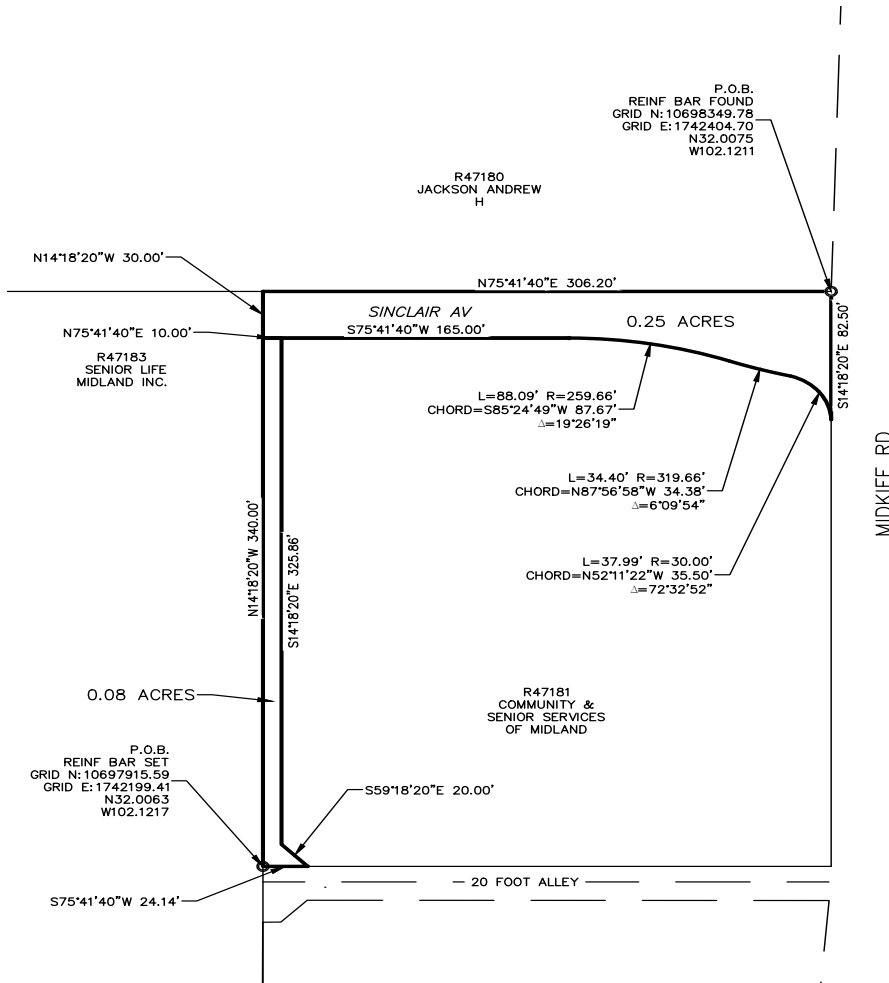
Date:



BY: _____

PACKET

Application will not be considered for scheduling until reviewed by a planner. **



FIELD NOTE DESCRIPTION OF A 0.08 ACRE TRACT OF LAND, OFF THE WEST SIDE OF THE NORTH 380 FEET OF THE E/2 OF THE S/2 OF TRACT 2, SUNSET ACRES, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS, SAID 0.08 ACRE TRACT DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A REINF BAR SET (N:10697915.59, E:1742199.41) FOR THE SOUTHWEST CORNER OF THIS TRACT;
 THENCE NORTH 14°18'20" WEST 340.00 FEET TO A POINT FOR THE NORTHWEST CORNER OF THIS TRACT;
 THENCE NORTH 75°41'40" EAST 10.00 FEET TO A POINT FOR THE NORTHEAST CORNER OF THIS TRACT;
 THENCE SOUTH 14°18'20" EAST 325.86 FEET TO A POINT FOR CORNER OF THIS TRACT;
 HENCE SOUTH 59°18'20" EAST 20.00 FEET TO A POINT FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE SOUTH 75°41'40" WEST 24.14 FEET TO THE PLACE OF BEGINNING.

BEARINGS AND DISTANCES SHOWN ARE BASED ON GPS OBSERVATIONS AND CONFORM TO THE "TEXAS COORDINATE SYSTEM" TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.

FIELD NOTE DESCRIPTION OF A 0.25 ACRE TRACT OF LAND, ALSO KNOWN AS SINCLAIR AVENUE, OUT OF THE NORTH 380 FEET OF THE E/2 OF THE S/2 OF TRACT 2, SUNSET ACRES, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS AND OUT OF THE SOUTHEAST PART OF SECTION 20, BLOCK 39, T-1-S, T&P RR CO SURVEY, MIDLAND COUNTY, TEXAS, SAID 0.25 ACRE TRACT DESCRIBED MORE FULLY BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A REINF BAR FOUND (N:10698349.78, E:1742404.70) IN THE WEST RIGHT OF WAY LINE OF MIDKIFF ROAD FOR THE NORTHEAST CORNER OF THIS TRACT, ALSO BEING THE SOUTHEAST CORNER OF SUNSET ACRES, BLOCK 2, AN ADDITION TO THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS;
 THENCE SOUTH 14°18'20" EAST 82.50 FEET TO A POINT FOR THE SOUTHEAST CORNER OF THIS TRACT AND THE BEGINNING OF A CURVE TO THE LEFT;
 THENCE 37.99 FEET ALONG A CURVE WITH A RADIUS OF 30.00 FEET AND A DELTA ANGLE OF 72°32'52", AND A CHORD BEARING OF NORTH 52°11'22" WEST 35.50 FEET TO A POINT FOR AN INTERIOR CORNER OF THIS TRACT AND CONTINUING WITH THE CURVE RIGHT;
 THENCE 34.40 FEET ALONG A CURVE WITH A RADIUS OF 319.66 FEET AND A DELTA ANGLE OF 06°09'54", AND A CHORD BEARING OF SOUTH 87°56'58" WEST 34.38 FEET TO A POINT FOR AN INTERIOR CORNER OF THIS TRACT AND CONTINUING WITH THE CURVE RIGHT;
 THENCE 88.09 FEET ALONG A CURVE WITH A RADIUS OF 259.66 FEET AND A DELTA ANGLE OF 19°26'19", AND A CHORD BEARING OF SOUTH 85°24'49" WEST 87.67 FEET TO A POINT FOR AN EXTERIOR CORNER OF THIS TRACT;
 THENCE SOUTH 75°41'40" WEST 165.00 FEET TO A POINT FOR THE SOUTHWEST CORNER OF THIS TRACT;
 THENCE NORTH 14°18'20" WEST 30.00 FEET TO A POINT FOR THE NORTHWEST CORNER OF THIS TRACT;
 THENCE NORTH 75°41'40" EAST, ALONG THE NORTH RIGHT OF WAY LINE OF SAID SINCLAIR AVENUE, 306.20 FEET TO THE PLACE OF BEGINNING.

BEARINGS AND DISTANCES SHOWN ARE BASED ON GPS OBSERVATIONS AND CONFORM TO THE "TEXAS COORDINATE SYSTEM" TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983.

Surveyor Certification

TO THE LIENHOLDERS, COMMUNITY AND SENIOR SERVICES OF MIDLAND

(OWNER) OF THE PREMISES AND TO THE ISSUING TITLE INSURANCE UNDERWRITER: THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON AND THAT THERE ARE NO KNOWN DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, EASEMENTS OR RIGHTS-OF-WAY, EXCEPT AS SHOWN HEREON.

DATED THIS 14TH DAY OF DECEMBER, 2023

RJ DAUM
 TEXAS RPLS 4826



EXHIBIT A

A 0.08 TRACT OF LAND
 &
 A 0.25 TRACT OF LAND

OUT OF SUNSET ACRES,
 AN ADDITION TO THE CITY OF
 MIDLAND, MIDLAND COUNTY, TEXAS
 AS PER THE MAP OR PLAT
 RECORDED IN COUNTY CLERKS OFFICE
 MIDLAND COUNTY, TEXAS

SCALE: 1" = 80' REV 1-12-24

PROJECT: 79394
 JOB NO: 79,394

LEGEND:

MONUMENT AS DESCRIBED
 PROPERTY LINE
 ADJOINING PROPERTIES

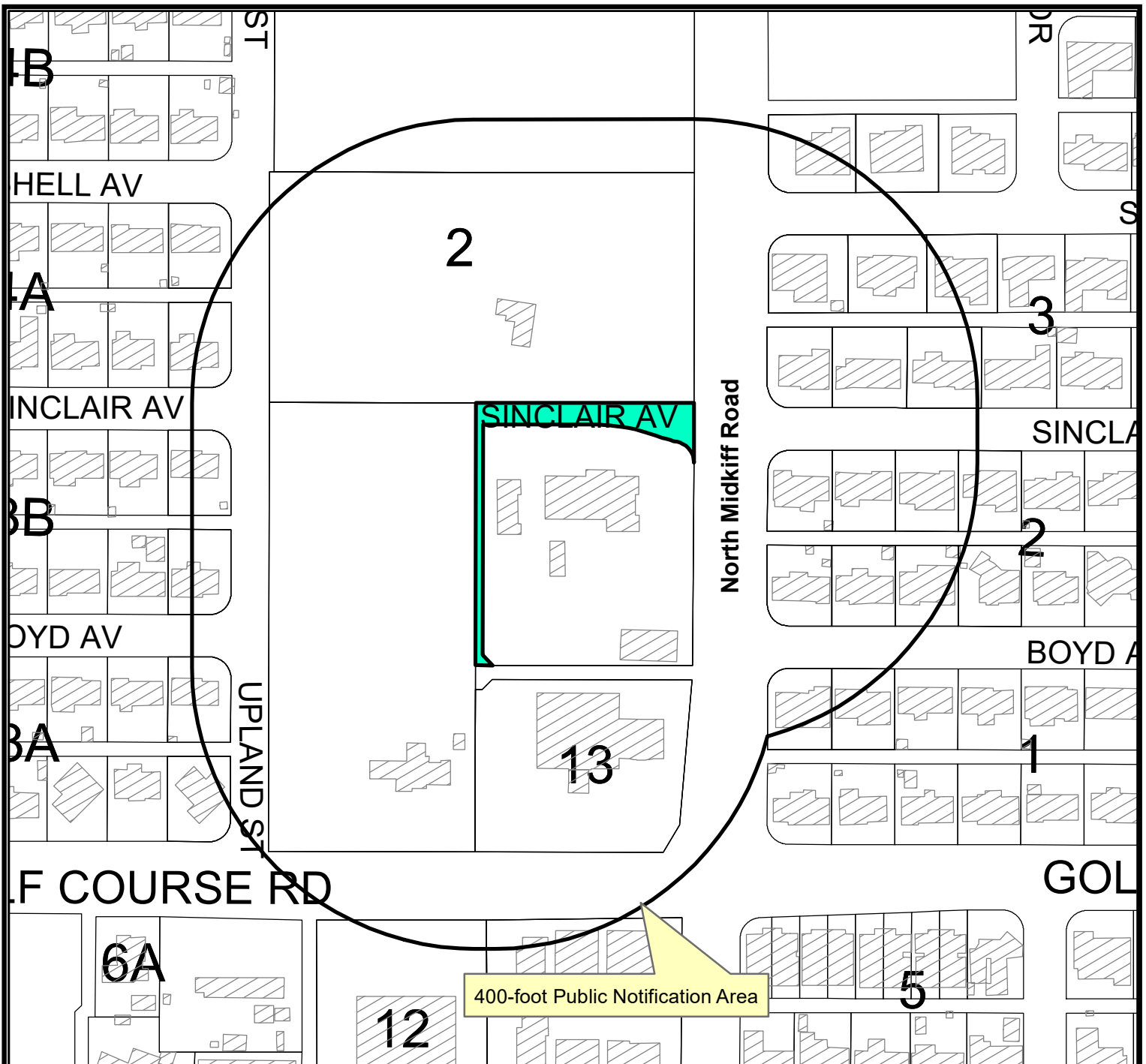


SCHUMANN
 SUPACKET, INC.
 A LATERAL LAND COMPANY

800 N. MARLENFELD STREET
 SUITE 100
 MIDLAND, TEXAS 79701

TEXAS FIRM No. 10149500

Office (432) 684-5548



LOCATION MAP

V-23-0058

Scale: 1" = 203'

Consider a request for a vacation of a 0.25-acre portion of Sinclair Avenue right-of-way, and a 0.08-acre portion of alley right-of-way, both located adjacent to the north 380 feet of the east half of the south half of Tract 2, Sunset Acres, City and County of Midland, Texas.

Generally located on the west side of North Midkiff Road, approximately 300 feet north of Boyd Avenue.
(Council District 3)

LEGEND

- CITY LIMITS
- PARCEL
- PRIVATE BLDGS

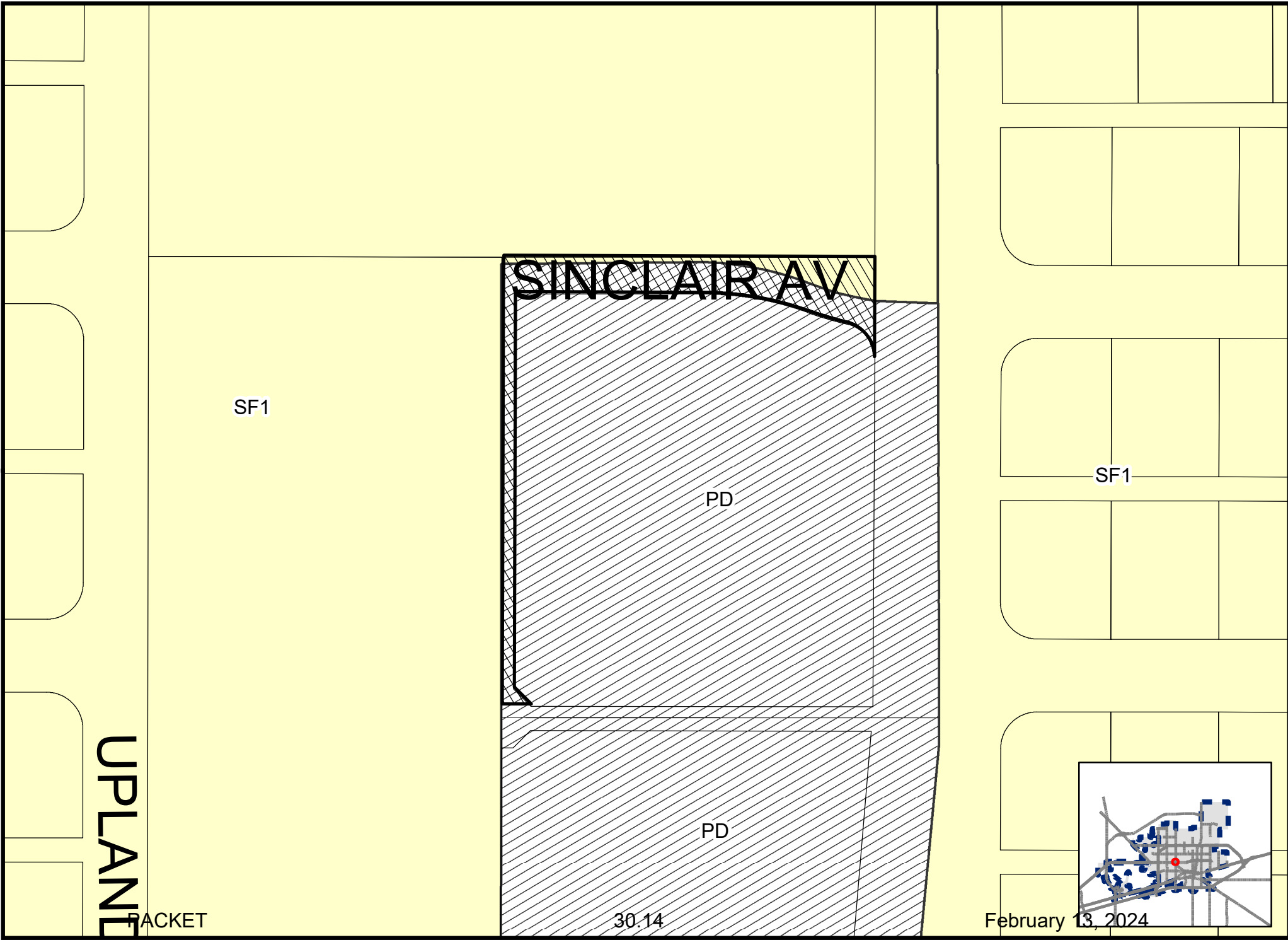


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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY. THE CITY OF MIDLAND IS NOT RESPONSIBLE FOR ANY DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

February 13, 2024



Landon J. Ochoa

From: LReyna@midcad.org
Sent: Friday, January 5, 2024 12:39 PM
To: Landon J. Ochoa
Subject: Re: Community & Senior Services Vacation
Attachments: V-23-0058, TaxVacMCAD vac ltr.pdf; V-23-0058, Location Map.pdf; V-23-0058, Revised Survey.pdf

Importance: High



Use R47181 to map

Market value .25 ac

10,890 sq ft X .70 = \$ 7623

Here ya go Sir!

Thank you,

Lisa Reyna, RPA
Assistant Chief Appraiser
Midland Central Appraisal District
4631 Andrews Hwy
Midland, TX 79703
Phone (432) 699-4991
Fax (432) 689-7185

From: "Landon J. Ochoa" <ljochoa@midlandtexas.gov>
To: Lisa Reyna <lreyna@midcad.org>
Date: 01/04/2024 04:35 PM
Subject: Community & Senior Services Vacation

Good afternoon, Lisa.

I hope you enjoyed the holidays and are well. Can you please provide me a valuation on property described in the attached documents? A request to vacate it has been submitted.

Respectfully,

Landon Ochoa
Senior Planner
Planning Division

PACKET

30.15
1

February 13, 2024

Development Services
O. 432-685-7405
ljochoa@midlandtexas.gov



300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

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Landon J. Ochoa

From: Luis Montez <Luis.Montez@AlticeUSA.com>
Sent: Thursday, January 4, 2024 5:11 PM
To: Landon J. Ochoa; Eron Zapata
Subject: RE: External E-mail - Community & Senior Services Vacation
Attachments: Screenshot 2024-01-04 170354.png



Landon,

Optimum has aerial fiber & coax plant on the poles on the west side poles off of, N Midkiff Rd.

I have attached a GoogleEarth Picture on here.

The vacated area I highlighted in purple shows the vacated area that our plant is on the pole.

Is the developer removing that pole or relocating it? If it is going to be removed there will be a cost for us to relocate our plant at their cost.

From: Landon J. Ochoa <ljochoa@midlandtexas.gov>
Sent: Thursday, January 4, 2024 4:26 PM
To: Luis Montez <Luis.Montez@AlticeUSA.com>; Eron Zapata <Eron.Zapata@AlticeUSA.com>
Subject: External E-mail - Community & Senior Services Vacation

[External Email]

Caution: This email originated outside of Altice USA. Please do not click links or attachments unless you recognize the sender and know the content is safe.

Good morning, Luis and Eron.

Please see the attached letter and supporting documents and provide comments by January 12, 2024 as this request will be going to the January 23, 2024 City Council meeting. Thank you!

Respectfully,

Landon Ochoa
Senior Planner
Planning Division
Development Services
O. 432-685-7405
ljochoa@midlandtexas.gov



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Landon J. Ochoa

From: Ruben Guerra <ruben.guerra@astound.com>
Sent: Tuesday, January 16, 2024 9:11 AM
To: Landon J. Ochoa
Subject: Re: Community & Senior Services Vacation



The only services Astound has is along Midkiff Rd going North and South from looking at our maps.

Thank You

Ruben Guerra

Construction Coordinator

O: 432-272-3088

C: 432-653-9369

Ruben.Guerra@astound.com

Astound Business Solutions

Powered by RCN | Grande | Wave

astound.com

On Thu, Jan 4, 2024 at 4:26 PM Landon J. Ochoa <ljochoa@midlandtexas.gov> wrote:

Good morning, Ruben.

Please see the attached letter and supporting documents and provide comments by January 12, 2023 as this request will be going to the January 23 City Council meeting. Thank you!

Respectfully,

Landon Ochoa

Senior Planner

Planning Division

Development Services

O. 432-685-7405

ljochoa@midlandtexas.gov



300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

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ATMOS ENERGY

West Texas Division
P.O. Box 1111,
Midland, Texas 79702

City of Midland
Landon Ochoa
Senior Planner/Planning Div.
300 N. Loraine
Midland, Texas 79701

January 5, 2023

Re: Case Name: Community & Senior Services
Case Number: V-23-0058

Mr. Ochoa,

Atmos Energy has no objection to the above referenced changes to the street and alley right of way located west of Midkiff Road. We currently have no gas lines or facilities located within this section of right of way proposed to be vacated.
Please let me know if you have any further questions.

Sincerely,

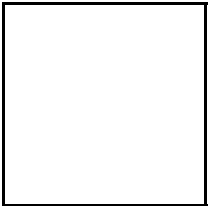
A handwritten signature in black ink that reads "Mark Lieb".

Mark Lieb
Project Specialist
Atmos Energy/Permian Basin
432-967-0370 cell
mark.lieb@atmosenergy.com

Landon J. Ochoa

From: Landon J. Ochoa
Sent: Tuesday, January 16, 2024 11:41 AM
To: Landon J. Ochoa
Subject: FW: Community & Senior Services Vacation

From: Molina, Sergio <Sergio.Molina@oncor.com>
Sent: Friday, January 12, 2024 7:09 PM
To: Landon J. Ochoa <ljochoa@midlandtexas.gov>
Cc: Arguello, Martin <Martin.Arguello@oncor.com>; Hamilton, Hannah <Hannah.Hamilton@oncor.com>
Subject: RE: Community & Senior Services Vacation



Landon,

Oncor has underground facilities with an easement on the property that serves the WTX Food Bank and another. Oncor will work with the developer to relocate these facilities as needed. Note that new easements may be needed as well as appropriate relocations costs, these topics will be discussed with the site developer.

Let me know if further information is needed.

Sergio Molina, P.E.

Oncor | NCM Manager WTX

Cell: 214.970.4143

My Manager: Hannah Hamilton

Cell: 432.894.4601 email: Hannah.Hamilton@oncor.com

From: Landon J. Ochoa <ljchoa@midlandtexas.gov>
Sent: Friday, January 12, 2024 3:36 PM
To: Arguello, Martin <Martin.Arguello@oncor.com>; Hamilton, Hannah <Hannah.Hamilton@oncor.com>; Molina, Sergio <Sergio.Molina@oncor.com>
Subject: RE: Community & Senior Services Vacation

WARNING: This email message did not originate from Oncor and is from an external organization. **DO NOT CLICK** links or attachments unless you recognize the sender and are certain the content is safe.

Good afternoon, All.

We urgently need comments from Oncor on this. Do y'all have anything?

From: Landon J. Ochoa
Sent: Thursday, January 4, 2024 4:29 PM
To: Martin Arguello <martin.arguello@oncor.com>; Hamilton, Hannah <Hannah.Hamilton@oncor.com>; Molina, Sergio <Sergio.Molina@oncor.com>
Subject: Community & Senior Services Vacation

Good afternoon,

Please see the attached letter and supporting documents and provide comments by January 12, 2024 as this request will be going to the January 23, 2024 City Council meeting. Thank you!

Respectfully,

Landon Ochoa

Senior Planner
PACKET

Planning Division

Development Services

O. 432-685-7405

ljochoa@midlandtexas.gov

<image001.png>

<image002.png>

<image003.png>

<image004.png>

300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

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Landon J. Ochoa

From: GONZALEZ, VINCENT <vg064q@att.com>
Sent: Wednesday, January 17, 2024 10:58 AM
To: Landon J. Ochoa
Subject: RE: Community & Senior Services Vacation



Yes I'll be okay with this vacation with the condition that a utility access easement be retained until all utilities have been relocated at the cost of the developer.

VINCENT GONZALEZ

SR SPECIALIST-OSP DESIGN ENGINEER
MIDLAND
North Texas Market, Access Construction & Engineering

AT&T Technology Operations

410 W Missouri, 2ND Flr, Midland, TX 79701
m 432.559.2890 | VG064Q@att.com

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From: Landon J. Ochoa <ljochoa@midlandtexas.gov>
Sent: Wednesday, January 17, 2024 8:41 AM
To: GONZALEZ, VINCENT <vg064q@att.com>
Subject: RE: Community & Senior Services Vacation

Good morning, Vincent.

I hope Ed gets you the answers you need. But unfortunately, we are very low on time as this vacation request will need to be finalized on the City Council agenda today. With your current information, would you be able tell me if you'd be okay with this vacation with the condition that a utility access easement be retained until all utilities have been relocated at the cost of the developer?

If you can tell me this, then that would help me move forward.

From: GONZALEZ, VINCENT <vg064q@att.com>
Sent: Tuesday, January 16, 2024 1:02 PM
To: Landon J. Ochoa <ljochoa@midlandtexas.gov>
Subject: RE: Community & Senior Services Vacation

Ok I'll have to look into this a little more. I do show that we do have copper cable and fiber cable in that easement. We did have fiber going to the old building that was demolished and fiber equipment that belongs to AT&T do you happen to know if they still have this? Can please have a contact to see if they still have the equipment. I'll have if we can vacate this easement and maybe we can retire in place the copper if there is no customers to the pedestal in the rear of that alley.

VINCENT GONZALEZ

SR SPECIALIST-OSP DESIGN ENGINEER

MIDLAND

North Texas Market, Access Construction & Engineering

AT&T Technology Operations

410 W Missouri, 2ND Flr, Midland, TX 79701

m 432.559.2890 | VG064Q@att.com

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From: Landon J. Ochoa <ljchoa@midlandtexas.gov>

Sent: Tuesday, January 16, 2024 10:45 AM

To: GONZALEZ, VINCENT <vg064q@att.com>

Subject: RE: Community & Senior Services Vacation

Here you go Vincent. The property owner is requesting to vacate the portion shown in the survey. Please let me know if y'all have utilities in the area. If you do, please let me know if you are okay with the vacation as long as the applicant pays to relocate them.

From: GONZALEZ, VINCENT <vg064q@att.com>

Sent: Tuesday, January 16, 2024 8:41 AM

To: Landon J. Ochoa <ljchoa@midlandtexas.gov>

Subject: RE: Community & Senior Services Vacation

This is in my area of Midland could you please send the attachment. I didn't see that Jerry added it. Thanks.

VINCENT GONZALEZ

SR SPECIALIST-OSP DESIGN ENGINEER

MIDLAND

North Texas Market, Access Construction & Engineering

AT&T Technology Operations

410 W Missouri, 2ND Flr, Midland, TX 79701

m 432.559.2890 | VG064Q@att.com

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From: UNDERWOOD, JERRY <ju1659@att.com>
Sent: Tuesday, January 16, 2024 6:07 AM
To: Landon J. Ochoa <ljochoa@midlandtexas.gov>
Cc: GONZALEZ, VINCENT <vg064q@att.com>
Subject: RE: Community & Senior Services Vacation

Vincent,

This one is yours off of Midkiff and Sinclair.

Thanks,
Jerry

Jerry Underwood
Sr. Specialist OSP Design Engineer
Midland Engineering
AT&T

AT&T Technology Operations
410 W Missouri, Midland, TX 79701
m 432-296-2821 / ju1659@att.com

From: Landon J. Ochoa <ljochoa@midlandtexas.gov>
Sent: Friday, January 12, 2024 3:33 PM
To: UNDERWOOD, JERRY <ju1659@att.com>
Subject: RE: Community & Senior Services Vacation

Jerry,

We urgently need comments from you on this.

From: Landon J. Ochoa
Sent: Thursday, January 4, 2024 4:30 PM
To: Jerry Underwood <ju1659@att.com>
Subject: Community & Senior Services Vacation

Good afternoon, Jerry.

Please see the attached letter and supporting documents and provide comments by January 12, 2024 as this request will be going to the January 23, 2024 City Council meeting. Thank you!

Respectfully,

Landon Ochoa
Senior Planner
Planning Division
Development Services
O. 432-685-7405
ljochoa@midlandtexas.gov



300 N. Loraine | P.O. Box 1152 | Midland, TX 79702

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ORDINANCE NO. 10243

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 2.273-ACRE TRACT OF LAND OUT OF SECTION 20, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-1, SINGLE-FAMILY DWELLING DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTH MIDKIFF ROAD AND SINCLAIR AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning a 2.273-acre tract of land out of Section 20, Block 39, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas, said tract being more specifically described by metes and bounds in Exhibit “A”, which is attached hereto and incorporated herein (the “Property”) to PD, Planned Development District for an Office Center and adopting a site plan therefor, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is
PACKET 30.33 February 13, 2024
hereby amended to rezone the Property from SF-1, Single-Family Dwelling District to PD,

Planned Development District for an Office Center.

O-1, Office District.

SECTION THREE. That a site plan, which is attached hereto as Exhibit “B” and incorporated herein for all purposes, is hereby adopted, and the use and development of the Property shall be subject to the following conditions and restrictions:

- A. That the Property shall significantly conform to the site plan and elevations attached hereto as Exhibit “B”.
- B. That the landscaping shown in Exhibit “B” shall be considered illustrative. The landscaping shall conform to the regulations set forth in Title XI, Chapter 9 of the City Code.

SECTION FOUR. That the definitions given in the zoning regulations contained in 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 provided contained in Section 1-3.1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars

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 28th day of September, A.D., 2021; and passed to second reading on motion of Council member Trost, seconded by Council member Norman, by the following vote:

Council members voting "AYE": Blong, Trost, Robnett, Dufford, Ladd, Norman

Council members voting "NAY": None

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member Ladd, seconded by Council member Norman, on the 12th day of October, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE": Blong, Trost, Robnett, Payton, Dufford, Ladd, Norman

Council members voting "NAY": None

PASSED AND APPROVED THIS 12th day of October, A.D., 2021.



Patrick N. Payton, Mayor

ATTEST
SECRET

30.35

February 13, 2024

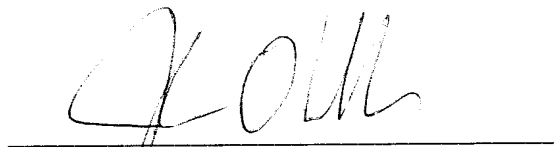


APPROVED AS TO CONTENT
AND COMPLETENESS:



Charles Harrington, Director of Development Services

APPROVED ONLY AS TO FORM:



John Ohnemiller, City Attorney

EXHIBIT "A"

SURVEY PLAT

(4.78 ACRES)
1443/06 M.C.D.R.

SEE DETAIL E

SEE DETAIL D

SEE DETAIL B

SEE DETAIL A

SINCLAIR AVENUE (VARIABLE R.O.W.)

N 75°35'37" E 165.00'

2.273 ACRES
BEING ALL OF
913/525 M.C.D.R.

SEE DETAIL I

SEE DETAIL C

SEE DETAIL F

SEE DETAIL H

N 59°24'23" W
20.00'
(N 60°00'00" W)
(20.00')

S 75°00'00" W 282.06'
S 75°35'37" W 282.06'

LOT 1
SUNSET ACRES
FILE NO: 2011-17424 M.C.O.P.R.

LEGAL DESCRIPTION: Being 2.273 acres of land out of Section 20, Block 39, T.1 S.7. & P.3E. Co. Survey, Abstract No. 1166 in Midland County, Texas and also being all of that certain 2.269 acre tract described in Volume 913, Page 525 of the Deed Records of Midland County, Texas, said 2.273 acre tract being more particularly described as follows and as surveyed under the supervision of Criss Texas Land Services, Inc. on December, 2011 & January, 2015.

BEGINNING at a 1/2 inch iron rod set in the west Right of Way line of Midland Road, the north line of a 20 foot alley and the east line of said Tract 2 for the southeast corner of said 2.269 acre tract and the southeast corner hereof and from which an "X" cut in concrete found for the northeast corner of that certain tract described in File No. 2011-17424 of the Official Public Records of Midland County, Texas, being South 120°04' East a distance of 19.47 feet;

THENCE South 75°00'00" West a distance of 282.06 feet along the north line of said 20 foot alley and the south line of said 2.269 acre tract to a 1/2 inch iron rod set for the most southerly southeasterly corner hereof;

THENCE North 59°24'23" West a distance of 20.00 feet along the southeasterly line of said 2.269 acre tract to a 1/2 inch iron rod set in the east line of a 10 foot alley for the most westerly southeasterly corner hereof;

THENCE North 14°24'25" West a distance of 335.80 feet along the east line of said 10 foot alley and the west line of said 2.269 acre tract to an "X" marked in concrete in the south line of Sinclair Avenue for the northeastern corner of said 2.269 acre tract and the northeastern corner hereof;

THENCE to the same and the north line of said 2.269 acre tract, the following 4 courses:

1. North 75°00'00" East a distance of 165.00 feet to a 1/2 inch iron rod set for a corner hereof;
2. with a curve turning to the right with an arc length of 88.68 feet, with a radius of 258.64 feet, with a chord bearing of North 85°22'39" East, with a chord length of 88.05 feet to a 1/2 inch iron rod set for a corner hereof;
3. with a reverse curve turning to the left with an arc length of 23.31 feet, with a radius of 739.46 feet, with a chord bearing of South N 6°49'58" East, with a chord length of 23.36 feet to a 1/2 inch iron rod set for a corner hereof;
4. with a reverse curve turning to the right with an arc length of 39.95 feet, with a radius of 30.00 feet, with a chord bearing of South 52°32'12" East, with a chord length of 37.76 feet to a 1/2 inch iron rod set in the west line of said Midland Road and the east line of said 2.269 acre tract;

THENCE South 14°24'23" East a distance of 286.54 feet along the west line of said Midland Road and the west line of said 2.269 acre tract to the POINT OF BEGINNING containing 2.273 acres more or less, and as shown herein.

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	88.68	258.64	18°04'04"	N 85°22'39" E	88.05
C2	23.31	739.46	4°10'40"	S 6°49'58" E	23.36
C3	39.95	30.00	16°17'54"	S 52°32'12" E	37.76

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	88.68	258.64	16°34'00"	N 04°47'00" E	88.34
C2	37.73	33.68	85°1'58"	S 66°21'58" E	35.71
C3	36.85	30.00	76°17'54"	S 53°05'58" E	37.04

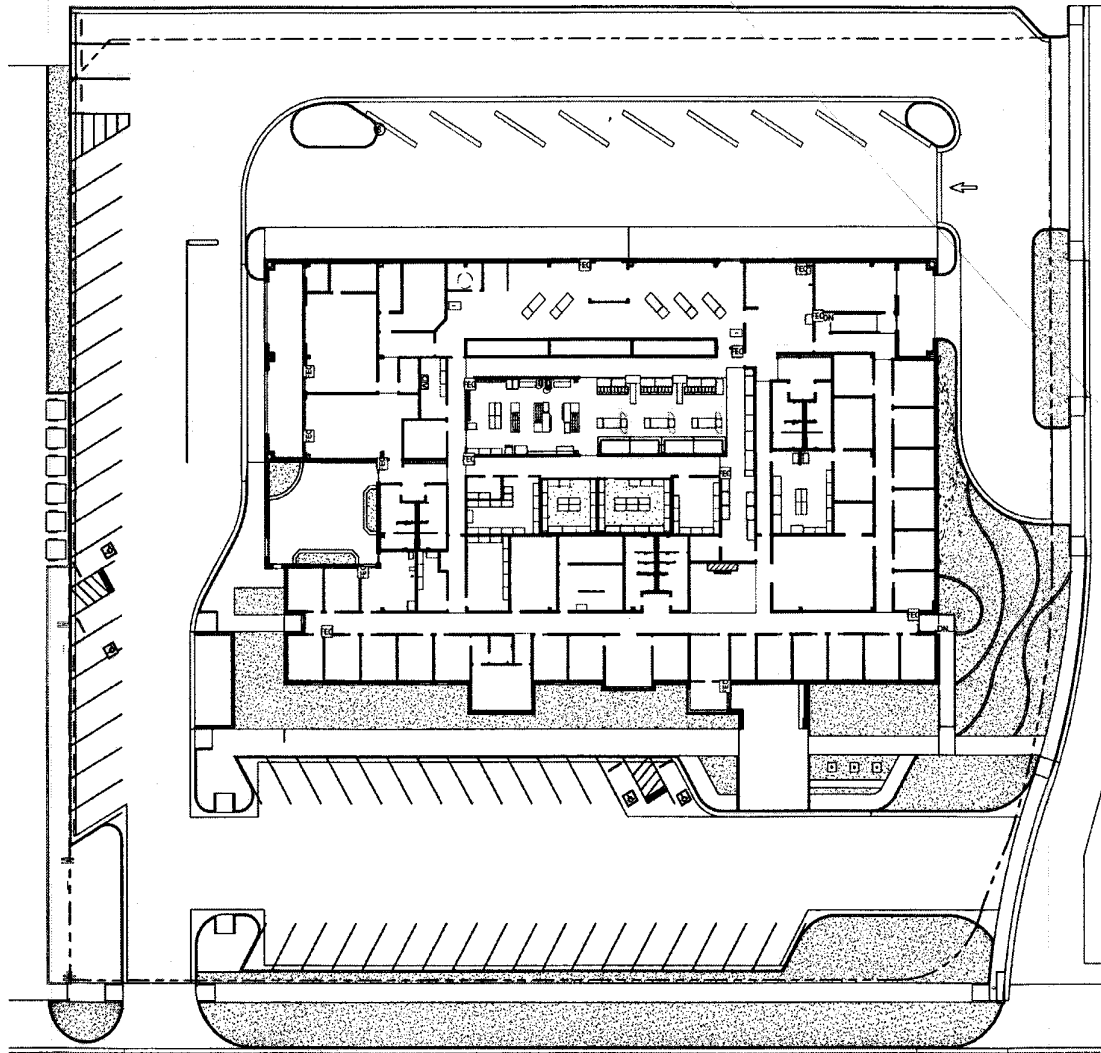
TREE NUMBER	SPECIES	DIAMETER
1	OAK	24"
2	OAK	24"
3	MESQUITE	6"
4	OAK	10"
5	OAK	42"
6	OAK	16"
7	OAK	TWIN 12"
8	OAK	17"
9	PECAN	21"
10	PECAN	24"
11	PECAN	20"
12	PECAN	18"

February 13, 2024

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EXHIBIT "B"



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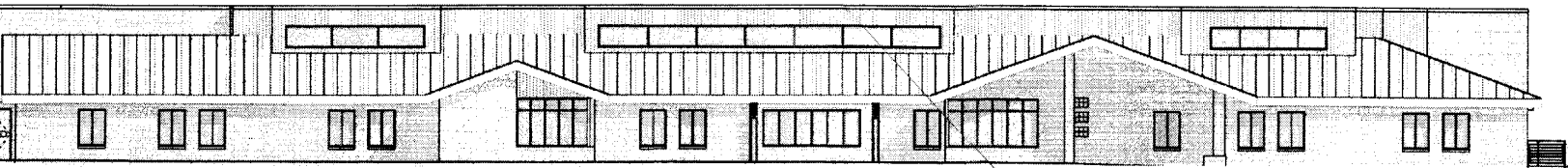
NEW FACILITY

30.38

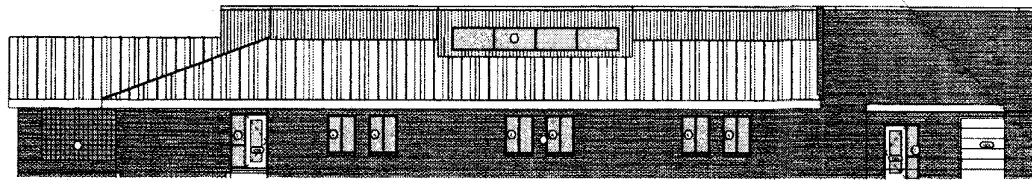


February 13, 2024
VANDERKIPP GROUP
ARCHITECTS • PC
312 N. BRIDG SPRING SUITE 100 (409) 867-0781 MIDLAND, TEXAS
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EXHIBIT "B" (cont'd)



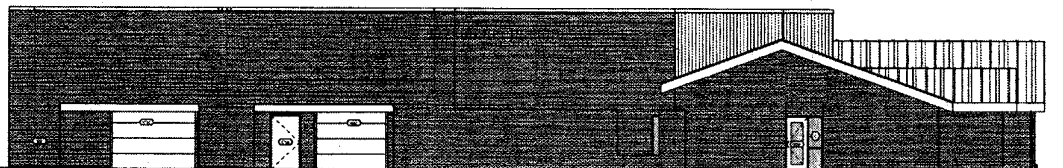
NORTH ELEVATION EXHIBIT



2 EAST ELEVATION EXHIBIT
X:1.00 1/8" = 1'-0"



SOUTH ELEVATION EXHIBIT



4 WEST ELEVATION EXHIBIT
X:1.00 1/8" = 1'-0"

PACKET

NEW FACILITY

30.39



VANDERGRIFF ARCHITECTS • PC
312 N. BIG SPRING BLVD. SUITE 100 (409) 207-0791 MIDLAND, TEXAS
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February 13, 2024



City Council Meeting

Item Number: 22
Meeting Date: September 28, 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 A 2.273-ACRE TRACT OF LAND OUT OF SECTION 20, BLOCK 39, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM SF-1, SINGLE-FAMILY DWELLING DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT FOR AN OFFICE CENTER (GENERALLY LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTH MIDKIFF ROAD AND SINCLAIR AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Stephen T. Marcum is requesting to rezone the property located at 3301 Sinclair Avenue, to redevelop the existing Senior Life Midland building.

Recommended City Council Action:

Approve

Surrounding Zoning and Land Uses:

The properties to the north, east, and west are zoned SF-1, Single-Family District, and are the locations of residential homes. The property to the south is zoned PD, Planned District for an Office Center, and the location of Permian Nephrology Associates.

Current Zoning:

SF-1, Single-Family Dwelling District (Ordinance No. 6723).

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22.1

October 12, 2021

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February 13, 2024

Analysis:

The applicant Stephen T. Marcum, is requesting to rezone the property from SF-1, Single-Family Dwelling District to PD, Planned Development District for an Office Center to allow for the redevelopment of Senior Life Midland on the property located at 3301 Sinclair Avenue. Senior Life Midland is a private, non-profit agency that offers programs designed to meet the needs of older Midland Residents.

The property has a specific use permit (Ordinance No. 6723), which allows the property to be used as a senior citizen center. Since the current zoning ordinance does not allow this use, through a specific use designation, a planned development district provides some flexibility to allow for these uses.

The proposed site plan (Exhibit B) shows 28,837 square feet of building, including twenty-three (23) office spaces, three (3) conference rooms, a handy man shop, a kitchen, several storage rooms, a receiving area, and a volunteer pick-up area. Sixty-three (63) parking spaces are proposed out of the seventy-two (72) that are required per our code (1 per 400 square feet). Therefore, this site does not have adequate parking. However, the applicant has noted that the 63 parking spaces are more than adequate for their staff and the population that they serve.

Furthermore, a business office is not allowed in the SF-1, Single-Family Dwelling District. Therefore, this zone change request will bring this lot into conformance with the current zoning ordinance and allow for the redevelopment of the site. Additionally, this property is in the process of platting.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No objections

Building: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, and floodplain requirements if necessary.

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.

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22.2

October 12, 2021

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February 13, 2024

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. Please note if oil & gas wells are not identified or left off of plat, this could prevent receiving city permits for structures. Any plugged and abandoned well would need to be identified.

Transportation: (Approved)

No additions or changes to site access are approved with plat or zoning review. Driveways or other access points are approved only with construction drawing review.

No objections to plat.

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 traditional neighborhood business including small-scale commercial, office, civic, and residential. The commercial uses should be low impact and provide a variety of neighborhood services. Therefore, the redevelopment of Senior Life Midland is compliant with the recommendations of the Tall City Tomorrow.

This request was approved at the September 7, 2021 Planning and Zoning Commission meeting.

Staff recommends approval of this zone change from SF-1, Single-Family Dwelling District to PD, Planned Development District for an Office Center, subject to condition A through C.

Conditions:

- A. That the use and development of this property shall conform to the regulations of the O-1, Office District.**
- B. That this property shall conform to the site plan and elevations, which are attached hereto and incorporated herein as Exhibits "B".**
- C. That the landscaping shall conform to the regulations set forth in Title XI, Chapter 9 of the City Code.**

Letters of Objection:

Staff has not received any letters of objection as of September 22, 2021.

Attachments:

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22.3

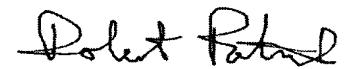
October 12, 2021

PACKET

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February 13, 2024

Application
Property Survey (Exhibit A)
Site Plan and Elevations (Exhibit B)
Maps
Ordinance No. 6723



City Manager's Office

PACKET

22.4

October 12, 2021

PACKET

30.43

February 13, 2024

EXHIBIT "A"

(4.78 ACRES)
1443/06 M.C.D.R.

SURVEY PLAT

SEE DETAIL E

SEE DETAIL D

SEE DETAIL B

SEE DETAIL A

SINCLAIR AVENUE (VARIABLE R.O.W.)

N 75°35'37" E 165.00'
N 75°35'37" E 165.00'

2.273 ACRES
BEING ALL OF
913/525 M.C.D.R.

SEE DETAIL I

SEE DETAIL C

SEE DETAIL F

SEE DETAIL H

N 59°24'23" W
20.00'
(N 60°00'00" W)
(20.00')

S 35°00'00" W 282.06'
S 75°35'37" W 282.06'

LOT 1
SUNSET ACRES
FILE NO: 2011-17424 M.C.O.P.R.

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	88.58'	258.68'	18°34'04"	N 85°23'58" E	88.25'
C2	23.31'	119.56'	6°10'40"	N 89°43'30" E	23.25'
C3	38.80'	30.00'	78°17'58"	S 52°33'21" E	39.26'

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	88.58'	258.68'	18°34'04"	N 85°23'58" E	88.25'
C2	23.31'	119.56'	6°10'40"	N 89°43'30" E	23.25'
C3	38.80'	30.00'	78°17'58"	S 52°33'21" E	39.26'

TREE NUMBER	SPECIES	DIAMETER
1	OAK	24"
2	OAK	24"
3	MESQUITE	6"
4	OAK	10"
5	OAK	42"
6	OAK	16"
7	OAK	TWIN 12"
8	OAK	TWIN 12"
9	PECAN	21"
10	PECAN	14"
11	PECAN	20"
12	PECAN	18"

LEGAL DESCRIPTION: Being 2.273 acres or land out of Section 36, Block 35, T.14N, R.10E, Co. Surber, Abstract No. 1100 in Midland County, Texas and also being all of that certain 2.269 acre tract described as Volume 913, Page 545 of the Deed Records of Midland County, Texas, said 2.273 acre tract being more particularly described as follows and as surveyed under the supervision of Grant & Land Services, Inc. on November 2014 & January 2015.

BEGINNING at a 1/2 inch iron rod set in the west Right of Way line of Midland Road, the north line of a 26 foot alley and the east line of said Tract 1 for the southeast corner of said 2.269 acre tract and the southeast corner hereof and from thence as "S" set as concrete found for the northeast corner of that certain tract described as File No. 4011 (Part of the Official Public Records of Midland County, Texas) bearing North 14°00'00" East a distance of 19.87 feet.

THENCE North 75°35'37" West a distance of 282.06 feet along the north line of said 26 foot alley and the south line of said 2.269 acre tract to a 1/2 inch iron rod set in the west boundary line of said 2.269 acre tract.

THENCE North 59°24'23" West a distance of 20.00 feet along the southwesterly line of said 2.269 acre tract to a 1/2 inch iron rod set in the east line of a 10 foot alley for the most westerly southeast corner hereof.

THENCE North 14°21'21" West a distance of 25.85 feet along the east line of said 10 foot alley and the west line of said 2.269 acre tract to an "S" marked in concrete in the north line of Sinclair Avenue for the northeast corner of said 2.269 acre tract and the northeast corner hereof.

THENCE along the south line of Sinclair Avenue and the north line of said 2.269 acre tract, the following 6 curves are:

1. North 75°35'37" East a distance of 165.00 feet to a 1/2 inch iron rod set for a curve hereof.
2. With a curve bearing to the right with an arc length of 88.58 feet, with a radius of 258.68 feet, with a chord bearing of North 85°23'58" East, with a chord length of 88.25 feet to a 1/2 inch iron rod set for a curve hereof.
3. With a curve bearing to the left with an arc length of 23.31 feet, with a radius of 119.56 feet, with a chord bearing of North 89°43'30" East, with a chord length of 23.25 feet to a 1/2 inch iron rod set for a curve hereof.
4. With a curve bearing to the right with an arc length of 38.80 feet, with a radius of 30.00 feet, with a chord bearing of South 52°33'21" East, with a chord length of 39.26 feet to a 1/2 inch iron rod set at the west line of said Midland Road and the east line of said 2.269 acre tract.

THENCE South 14°21'21" East a distance of 25.85 feet along the west line of said Midland Road and the east line of said 2.269 acre tract to the POINT OF BEGINNING containing 2.273 acres more or less, and as shown hereof.

PACKET

22.9

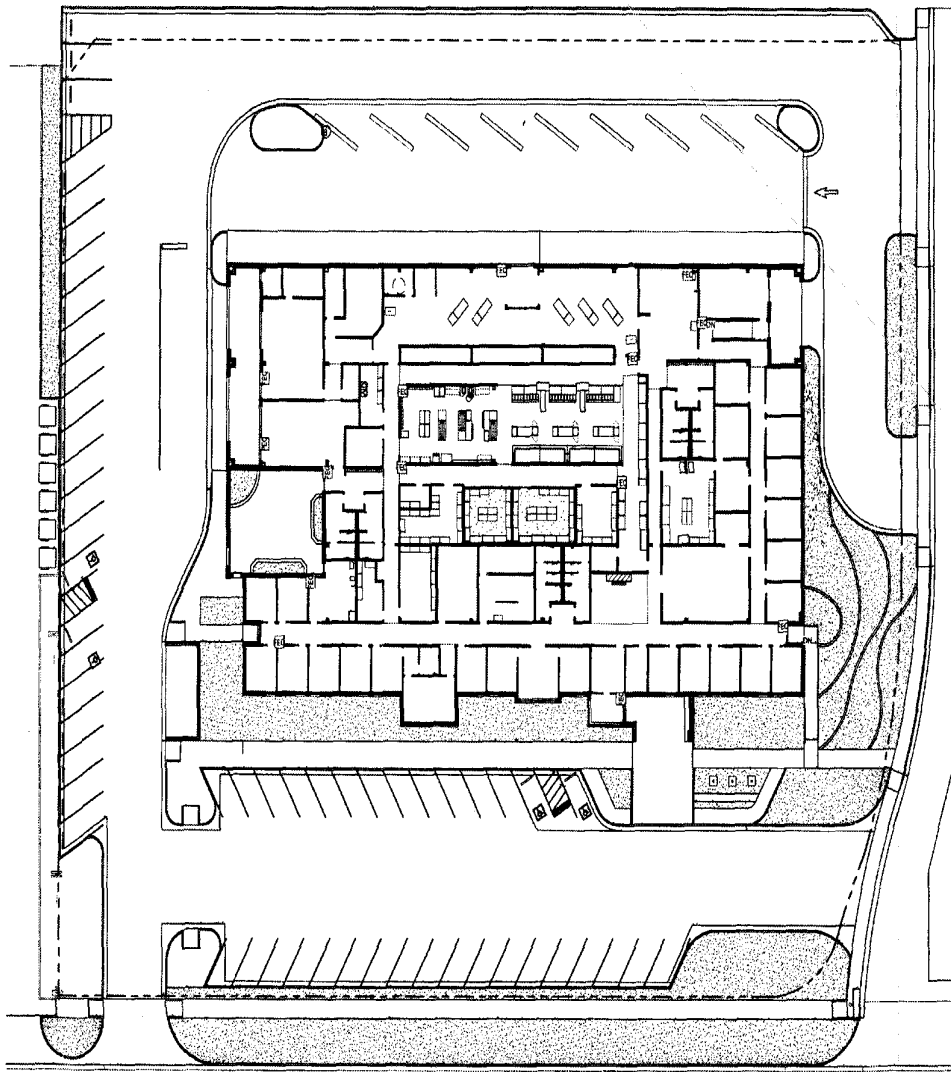
October 12, 2021

PACKET

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February 13, 2024

EXHIBIT "B"



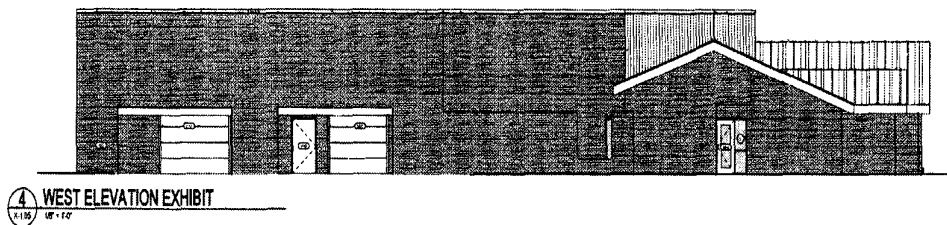
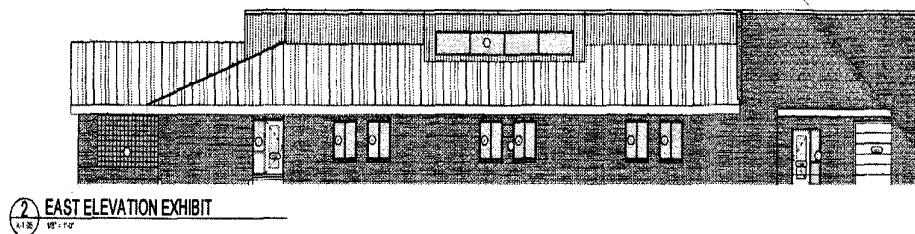
PACKET
X-1.02 SITE PLAN
SCALE: 1" = 20'-0"
DATE: 07/06/21

30 45 10
NEW FACILITY

February 12, 2024
October
VANDERGRIFF GROUP
ARCHITECTS • PC
312 N. BIG SPRING BLVD. SUITE 100 (432) 267-0781 MIDLAND, TEXAS
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C:\Users\KAO\Documents\02170-SENIOR LIFE MIDLAND NEW FACILITY_vg.swp
7/7/2021 11:12:43 AM

NEW FACILITY 42.11





**Zone Change/Planned District
Amendment/Site Plan Approval**

Project Number: 2-21-0256

Case Number: _____

Applicant (if acting as Agent, see affidavit on page 2)

Printed Name: Stephen T. Marcum, P.E.

Phone (432) 685-1226

Email
smarcum@skylinecivilgroup.com

Address

3323 N. Midland Drive, STE 113-166

City

Midland

State

TX

Zip

79707

Property Owner

Printed Name: Community & Senior Services of Midland

Phone (432) 689-6693

Email

Address

3301 Sinclair Ave.

City

Midland

State

TX

Zip

79707

Representative (if different from Applicant or Property Owner)

Firm: Skyline Civil Group, LLC

Printed Name: Stephen T. Marcum, P.E.

Phone ()

Email

Address

Same as Above

City

State

Zip

Street Address: 3301 Sinclair Ave.

Legal Description

Lot: Block: Subdivision: RE: Survey Attached Herein

Current Zoning:

SF1

Proposed Zone: O-1

(List by tracts if more than one district is requested)

Reason for Zone Change Request: Commercial Business / Office Proposed

Community driven business / very important/appreciated by senior's within The Midland Community.

Present Use of Property: Senior Life Facility / Meals on Wheels / Meal Preparation and Delivery

Proposed Use of Property: Same Use

How would this zone change affect the public health, safety and welfare?

Community driven business / very important/appreciated by senior's within The Midland Community.

Describe how conditions affecting the property have changed since present zoning designation: N/A

Community driven business / very important/appreciated by senior's within The Midland Community.

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)

PACKET

22.12

October 12, 2021

PACKET

30.47

February 13, 2024

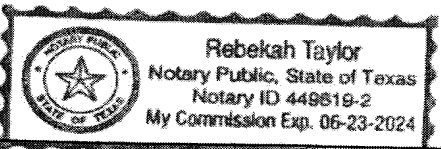
Signature (by property owner only - authorized agent must sign affidavit below)	
Applicant (signature): <u>[Signature]</u>	Date: 08.01.21
Applicant (printed): Stephen T. Marcum	
Property Owner (signature): <u>[Signature]</u>	Date: 08.01.21
Property Owner (printed): <u>Kathleen K. Haynie (Senior Life Midland)</u>	
The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office <u>only</u> when it has been submitted in <u>full compliance</u> 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 Stephen T. Marcum who, being by me duly sworn, upon oath says: That (s)he is the owner of Kathleen K. Haynie or authorized by Senior Life Midland, 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.

[Signature]
Authorized Agent (signature)

Subscribed and sworn to before me, this 11th day of August, 2021, to certify which witness my hand and seal of office.



Rebekah Taylor
Notary Public, State of Texas
Notary ID 449819-2
My Commission Exp. 06-23-2024

[Signature]
(Rebekah Taylor)
Lubbock County
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.

PACKET 22.13 October 12, 2021
 Special Exception Application 2 Revised 12/6/16

(4.78 ACRES)
1443/06 M.C.D.R.

SEE DETAIL E

SEE DETAIL D

SEE DETAIL A

SEE DETAIL B

SIXCLAIR AVENUE (VARIABLE R.O.W.)

MINNETT ROAD (100' R.O.W.)

2.273 ACRES
BEING ALL OF
913/525 M.C.D.R.

SEE DETAIL I

SEE DETAIL C

SEE DETAIL F

SEE DETAIL H

MINNETT ROAD (VARIABLE R.O.W.)

LOT 1
SUNSET ACRES
FILE NO: 2011-17424 M.C.O.P.R.

LEGAL DESCRIPTION: Being 2.273 acres of land out of Section 20, Block 39, T.15, T. & F. EE, Co. Survey, Abstract No. 116, in Midland County, Texas and also being all of that certain 2.248 acre tract described in Volume 93, Page 547 of the Deed Records in Midland County, Texas, said 2.273 acre tract being more particularly described as follows and as surveyed under the supervision of Cross Texas Land Services, Inc. in December, 2014 & January 2015:

BEGINNING at a 1/2 inch iron rod set in the west Right of Way line of Shiloh Road, the north line of a 20 foot alley and the east line of said Tract 1 of the combined curves of said 2.248 acre tract and the southeast corner, here and there with an "X" set in concrete found in the combined corner of that certain tract described in File No. 2011-17424 of the Official Public Records of Midland County, Texas, four south 1/4, 20' x 60' East a distance of 19.97 feet;

THENCE South 79°09'20" West a distance of 262.75 feet along the north line of said 20 foot alley and the south line of said 2.248 acre tract to a 1/2 inch iron rod set in the west southerly southeast corner line of;

THENCE North 59°24'23" West a distance of 20.00 feet along the southerly line of said 2.248 acre tract to a 1/2 inch iron rod set in the east line of a 10 foot alley for the most westerly southeast corner line of;

THENCE South 1°49'23" West a distance of 305.80 feet along the east line of said 10 foot alley and the west line of said 2.248 acre tract to an "X" marked in concrete in the south line of Sixclair Avenue for the northeast corner of said 2.248 acre tract and the northeast corner line of;

THENCE along the south line of Sixclair Avenue and the north line of said 2.248 acre tract, the following 4 courses:

1. North 70°05'00" East a distance of 165.00 feet to a 1/2 inch iron rod set for a corner here;

2. with a curve turning to the right with an arc length of 68.89 feet, with a radius of 270.50 feet, with a chord bearing of North 87°52'30" East, with a chord length of 88.25 feet to a 1/2 inch iron rod set for a corner here;

3. with a curve turning to the left with an arc length of 23.31 feet, with a radius of 319.40 feet, with a chord bearing of South 10°43'38" East, with a chord length of 25.30 feet to a 1/2 inch iron rod set for a corner here;

4. with a curve turning to the right with an arc length of 39.05 feet, with a radius of 50.00 feet, with a chord bearing of South 52°32'12" East, with a chord length of 37.76 feet to a 1/2 inch iron rod set in the north line of said Shiloh Road and the east line of said 2.248 acre tract;

THENCE South 1°49'23" East a distance of 316.54 feet along the west line of said Shiloh Road and the west line of said 2.248 acre tract to the POINT OF BEGINNING containing 2.273 acres more or less, and as shown herein.

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	68.89	270.50	178°50'14"	N 87°52'30" E	88.25
C2	23.31	319.40	47°00'00"	S 10°43'38" E	25.30
C3	39.05	50.00	106°17'55"	S 52°32'12" E	37.76

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C4	88.25	128.48	18°20'00"	N 04°45'00" E	88.24
C5	12.73	319.40	2°31'58"	S 88°21'08" E	12.71
C6	16.81	30.00	78°17'55"	N 53°08'28" E	17.50

TREE NUMBER	SPECIES	DIAMETER
1	OAK	24"
2	OAK	24"
3	MESQUITE	6"
4	OAK	12"
5	OAK	42"
6	OAK	36"
7	OAK	TWIN 12"
8	OAK	TWIN 12"
9	PECAN	21"
10	PECAN	14"
11	PECAN	20"
12	PECAN	18"

PACKET

22.14

October 12, 2021



City of Dallas
12100 - 12100-0000
12100 - 12100-0000
12100 - 12100-0000



1. This plat was prepared by the City of Dallas, Texas, and is subject to the approval of the City Council.

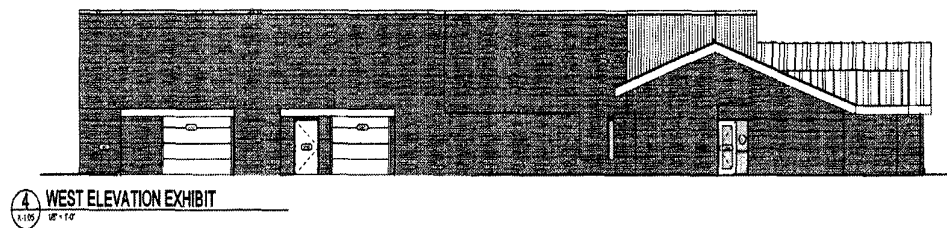
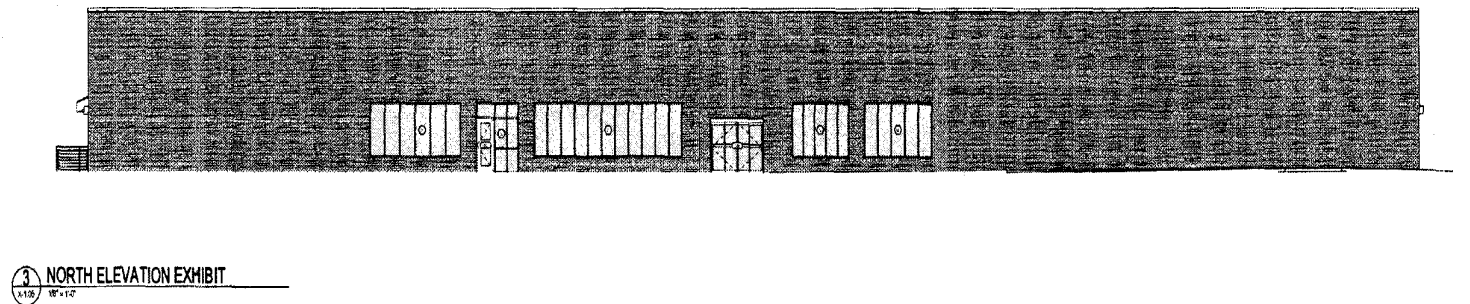
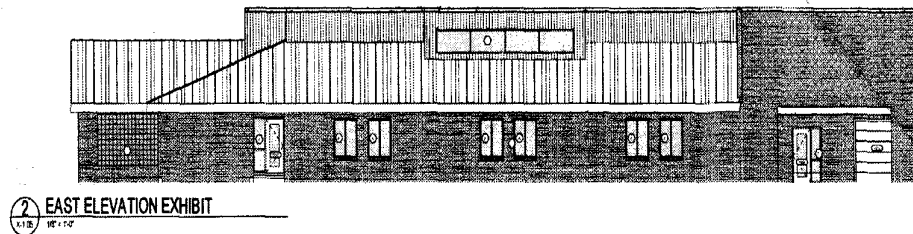
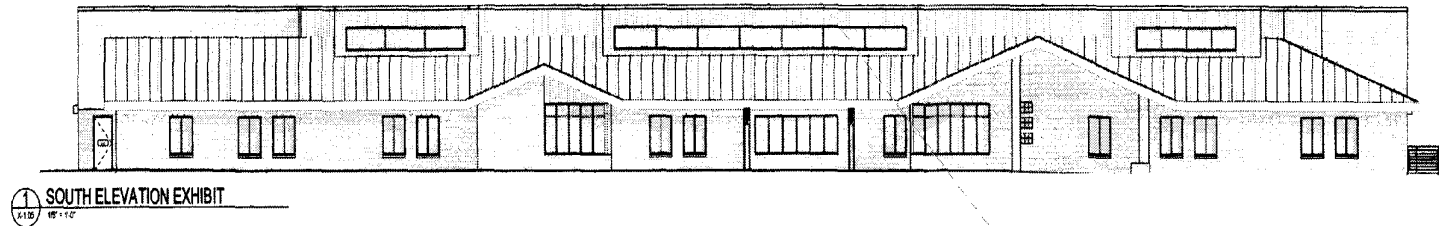
2. This plat was prepared by the City of Dallas, Texas, and is subject to the approval of the City Council.

3. This plat was prepared by the City of Dallas, Texas, and is subject to the approval of the City Council.

PACKET

30.49

February 13, 2024

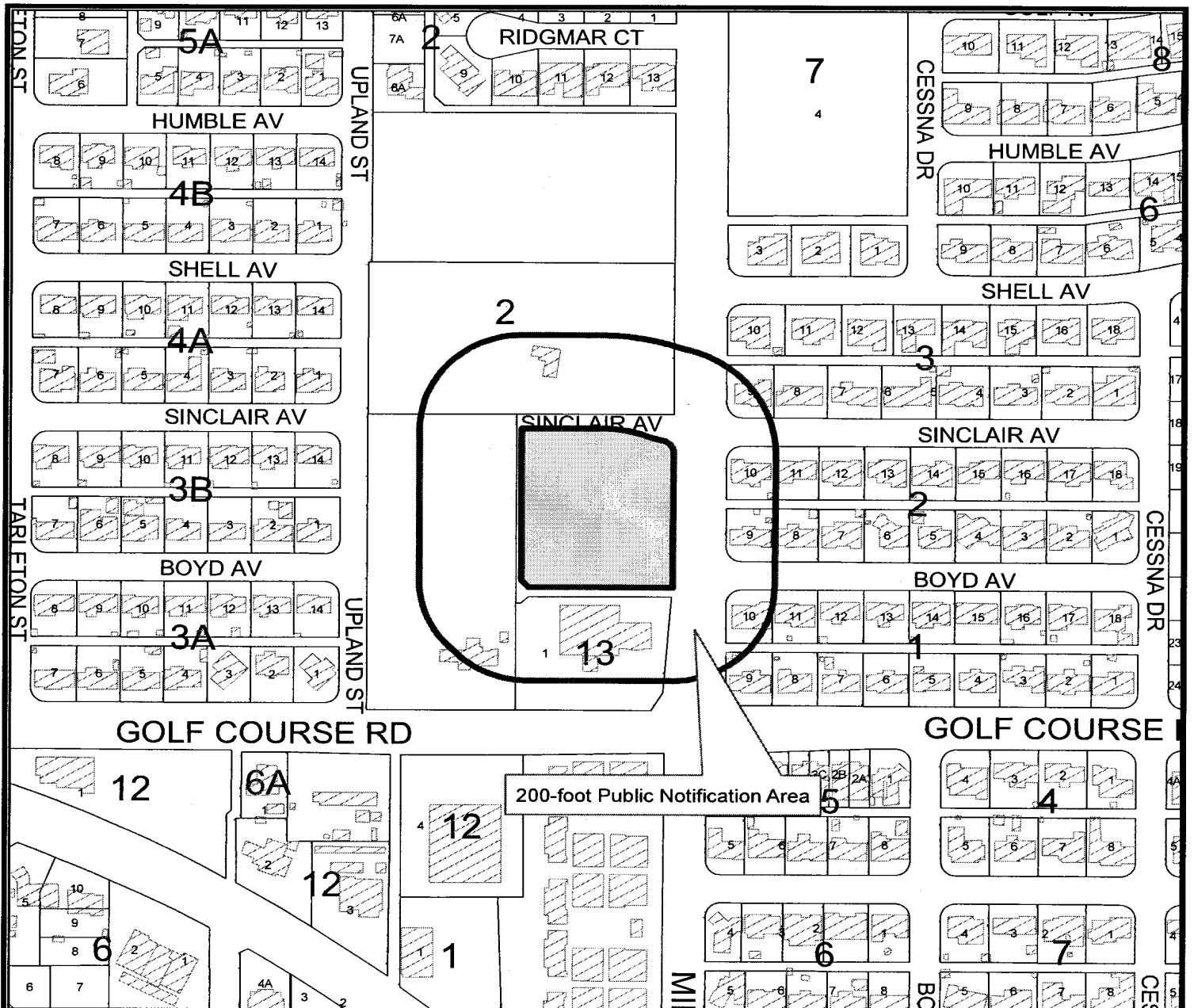


X-1.05 ELEVATIONS
PACKET

SCALE: 1/8" = 1'-0"
 1/16" = 1'-0"
 C:\Users\CAD\Desktop\NEW FACILITY\NEW FACILITY.dwg
 1/15/2024 11:19:20 AM

NEW FACILITY
 30.512.16

ONDERBILT GROUP
 February 13, 2024
 312 N. BIG SPRING BLVD. 100 (409) 667-0701 ARLAND, TEXAS
 © 2024 ONDERBILT GROUP



LOCATION MAP

Z-21-0256

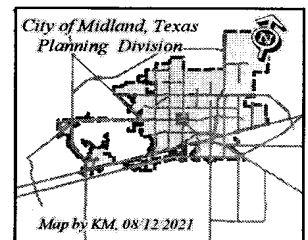
Scale: 1" = 200'

Consider a request by Stephen T. Marcum for a zone change from SF-1, Single-Family Dwelling District to PD, Planned Development District for an Office Center on a 2.273-acre tract of land located in Section 20, Block 39, T-1-S, T&P RR Co. Survey, City and County of Midland, Texas.

Generally located on the southwest corner of the intersection of Sinclair Avenue and Golf Course Road (Council District 3)

LEGEND

- CITY LIMITS
- ▭ PARCEL
- ▨ PRIVATE BLDGS

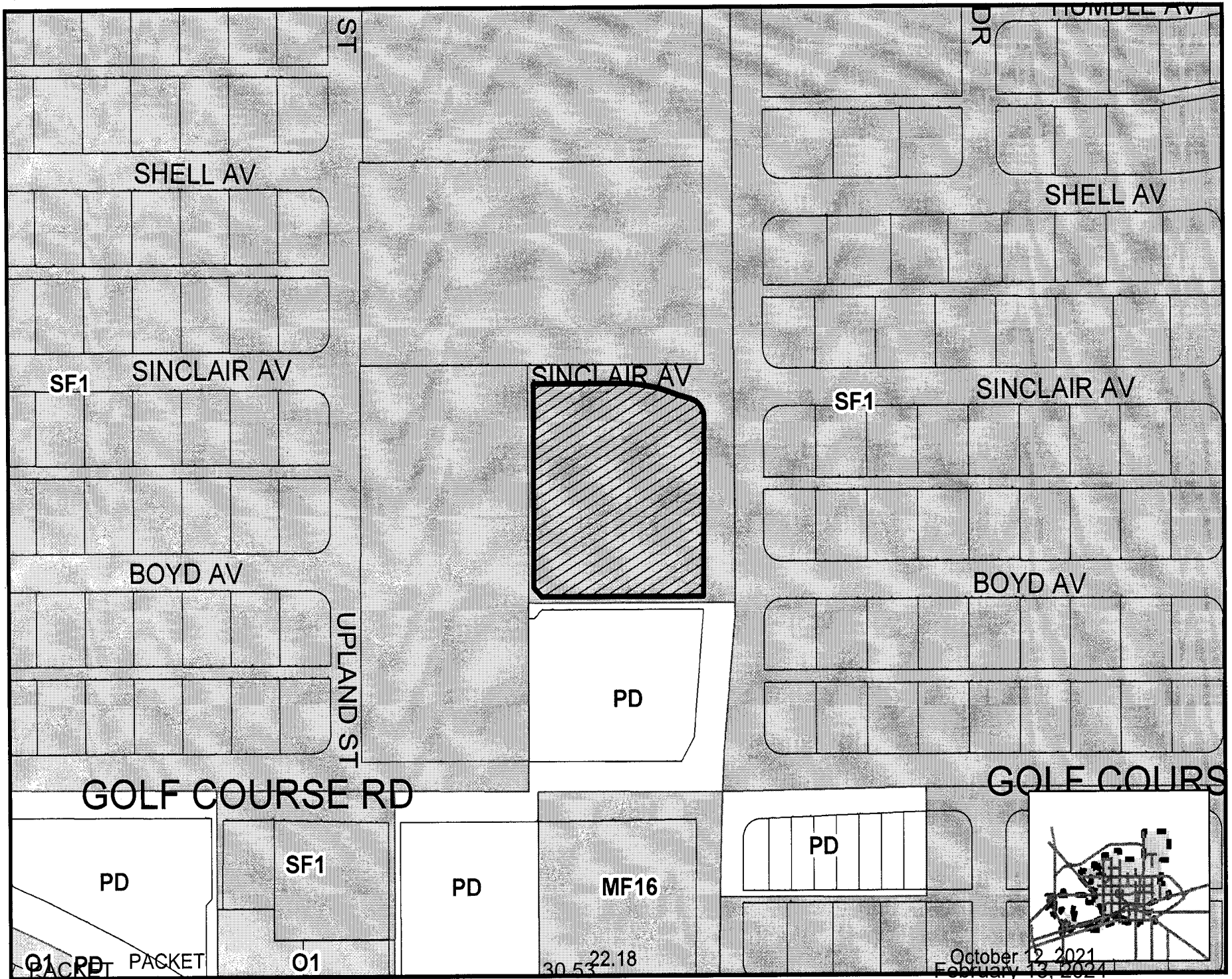


©THE CITY OF MIDLAND - 2021

October 12, 2021

THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY OR IS IT DESIGNED TO BE USED AS A PRIMARY TOOL IN PERMITTING OR FOR THE DESIGN AND BASIS OF THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.



ORDINANCE NO. 6723

AN ORDINANCE CHANGING THE ZONING USE CLASSIFICATION OF CERTAIN PROPERTY DESCRIBED IN SECTION ONE HEREOF, WHICH IS PRESENTLY ZONED "1F-1", ONE-FAMILY DWELLING DISTRICT, BY PERMITTING SAID PROPERTY TO BE USED UNDER A SPECIFIC USE PERMIT FOR A SENIOR CITIZENS CENTER; MAKING SAID PERMIT SUBJECT TO CERTAIN SPECIAL CONDITIONS AND RESTRICTIONS CONTAINED HEREIN; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF ONE THOUSAND DOLLARS (\$1,000.00); AND ORDERING PUBLICATION

WHEREAS, the Planning and Zoning Commission and the Governing Body of the City of Midland, Texas, in compliance with the City Charter and the State law with reference to the granting of specific use permits under the zoning ordinance regulations and zoning map, 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 the granting of a Specific Use Permit, set out hereinafter, subject to the special conditions and restrictions set out hereinafter, on the property described in Section One hereof;

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

SECTION ONE. That the zoning use classification of the following described property, which is presently zoned "1F-1", One-Family Dwelling District, to wit:

The N/380' of the E/2 of the S/2 of Tract 2, Sunset Acres Addition to the City of Midland, Midland County, Texas: is hereby changed to permit said premises to be used under a Specific Use Permit for a Senior Citizens Center, together with the uses permitted in a "1F-1", One-Family Dwelling District, subject to the following conditions:

A. That the use and development of this tract for a Senior Citizens Center shall conform to the site plan attached hereto as Exhibit "A" and made a part hereof for all legal purposes.

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22.19

October 12, 2021

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February 13, 2024

B. That permitted activities shall be limited to those defined under Section 11-1-10-(A)-33-b of the City Code of Midland, Texas, pertaining to a Senior Citizens Center.

C. That the hours of operation shall not exceed 7:00 a.m. to 10:00 p.m. daily.

D. That the number of paid and volunteer staff members shall not exceed 20 at any time.

E. That the gross area of office space shall not exceed 6,971 square feet, including both the main and detached structures.

F. That the kitchen area, as located on Exhibit "A" shall not exceed 765 square feet in area, and may be used for the preparation of meals for both on-site and off-site serving. The maximum number of vehicle arrivals to distribute offsite meals shall not exceed 15 per day, and the number of on-site meals served shall not exceed 48 per day.

G. That any combination of group meetings, seminars, counseling services, director meetings or similar group activities shall be limited to a total of 30 participants at any time.

H. A van shall be available for the purpose of transporting participants to and from the center and shall be used to the greatest extent practical for reducing the number of personal vehicle trips to the center.

I. Adult day care shall be limited to 20 participants, in addition to persons attending counseling sessions or other group activities.

J. That the respective staff and participant limits stated above shall not apply to special receptions, meetings, and other similar group activities held not more than four (4) days per year.

SECTION TWO. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding one thousand dollars (\$1,000.00).

SECTION THREE. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the 16th day of December, A.D., 1986; and passed to second reading on motion of Council member Corrales, seconded by Council member Godfrey, by the following vote:

Council members voting "AYE": Corrales, Godfrey, Heck, Marcum, Fish and Rendall

PACKET 22.20 October 12, 2021

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 Corrales, seconded by Council member Godfrey, on the 22nd day of December, A.D., 1986, at a special meeting of the City Council:

Council members voting "AYE": Corrales, Godfrey, Heck, Rendall, Marcum and Fish

Council members voting "NAY": None

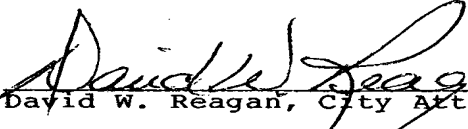
PASSED AND APPROVED THIS 22nd day of December, A.D., 1986.


Carroll M. Thomas, Mayor

ATTEST:


B. C. Stanton, City Secretary

APPROVED AS TO FORM:


David W. Reagan, City Attorney

PACKET

22.21

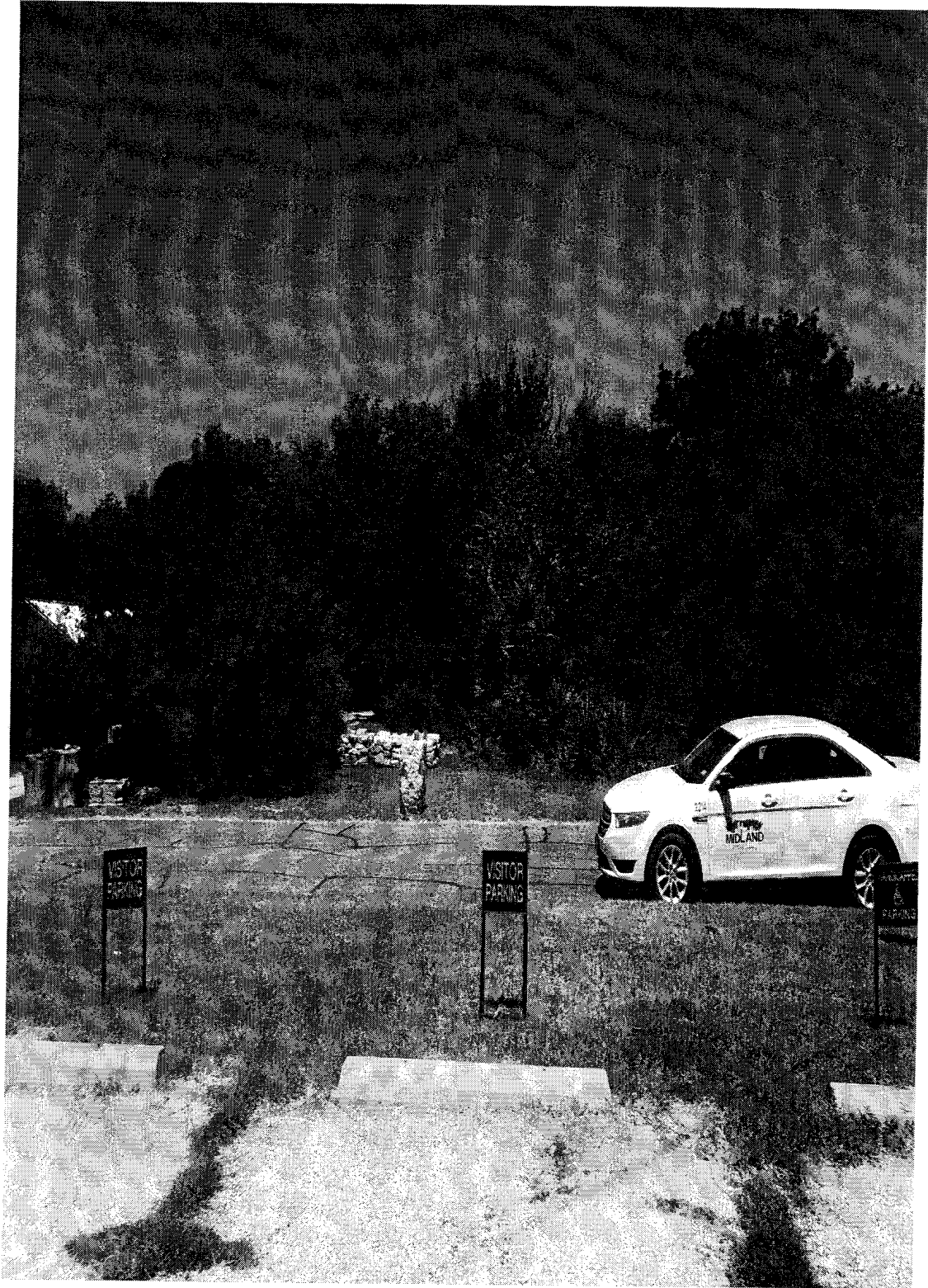
October 12, 2021

-3-

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30.56

February 13, 2024



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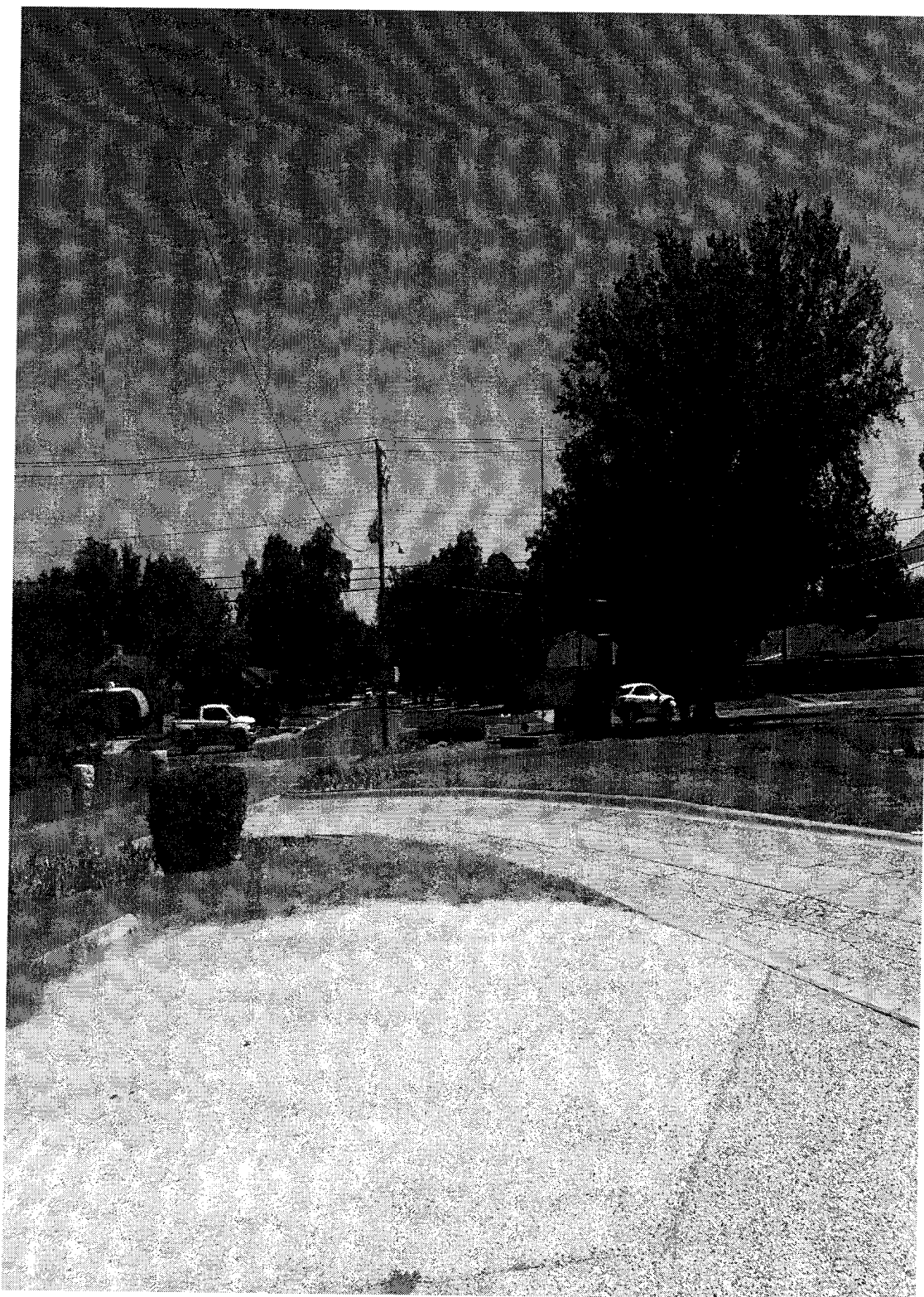
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October 12, 2021

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February 13, 2024



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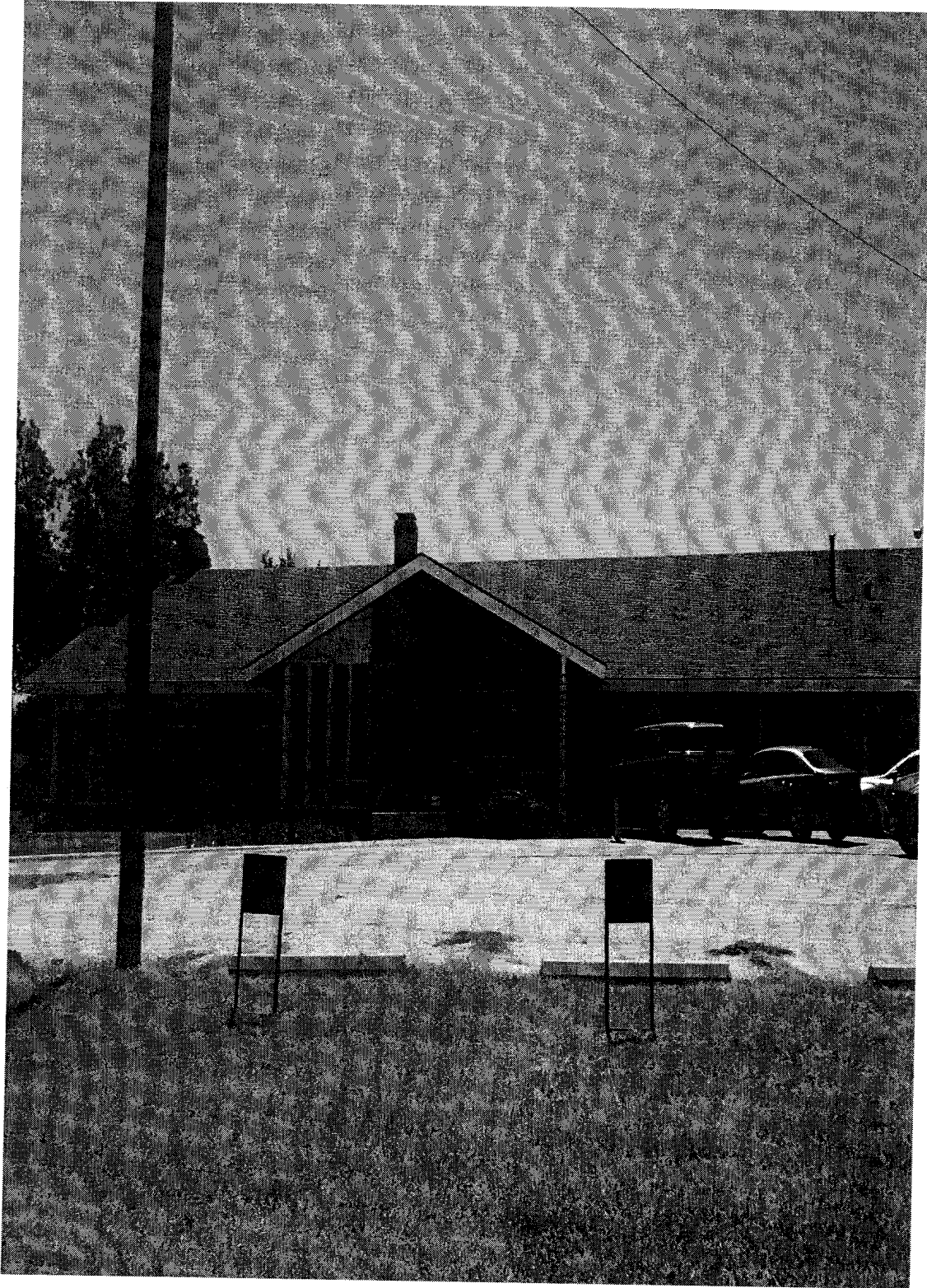
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October 12, 2021

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February 13, 2024



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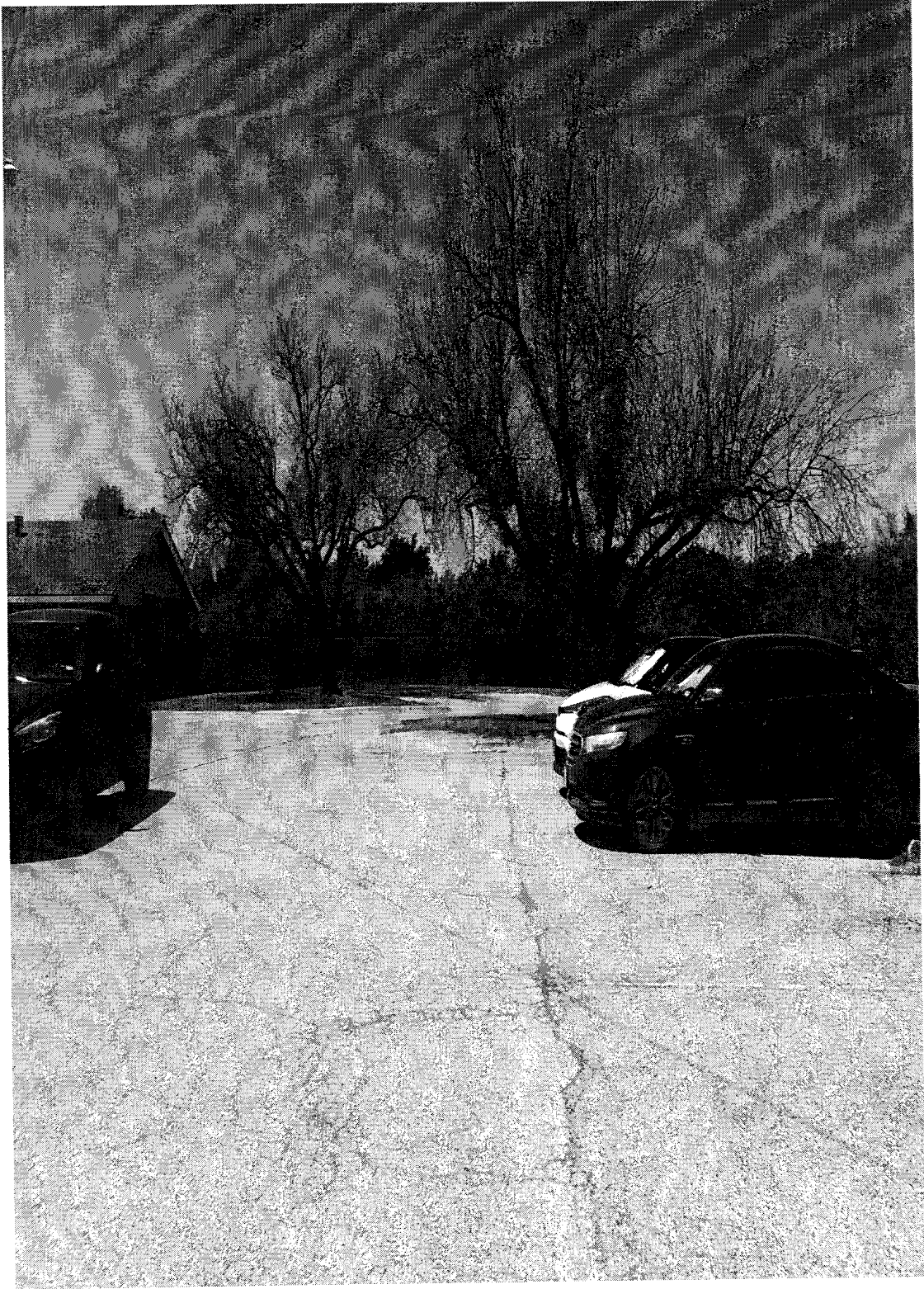
22.25

October 12, 2021

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February 13, 2024



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22.26

October 12, 2021

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30.61

February 13, 2024



City Council Meeting

Item Number: 31
Meeting Date: February 13, 2024
To: City Council / City Manager
From: Daniel Humbert, Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 1, TSC DEVELOPMENT, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF NORTH STATE HIGHWAY 349, APPROXIMATELY 380 FEET NORTH OF TEJAS); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION (DISTRICT 1) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Fierce Property Investments, LLC, is requesting a Zone Change from PD, Planned Development District for a Shopping Center to RR, Regional Retail District for future retail development.

Recommended City Council Action:

Approve

Fiscal Impact:

None.

Strategic Priority:

Strong Economy With More Quality Jobs

Discussion:**Current Zoning:**

PD, Planned Development District for a Shopping Center. (Ordinance 10185)

Surrounding Zoning and Land Use:

The property to the north is zoned PD, Planned Development District for an Industrial District and is the location of Houston Business Park, an office leasing business. This property abuts N. State Highway 349 to the east. The property to the south belongs to the same zoning ordinance (Ord. 10185) and is the location of an O'Reilly Auto Parts, Family Dollar, and Tractor Supply Co. The west adjacent lot is zoned RR, Regional Retail District and is a vacant lot.

Analysis:

The PD ordinance attached to the property has an underlying zoning of RR, Regional Retail District. The applicant wants to change the zoning for the future development of retail uses.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments.

Oil and Gas: (Approved)

No Oil and Gas issues.

Engineering: (Approved)

No objection. [For Applicant's Information Only.]

Code: (Approved)

No issues. All future structures must adhere to the 2018 International Building Codes, the 2015 International Energy Code, the 2020 NEC requirements, the 2015 International Fire Codes, local city ordinances, zoning requirements, established setbacks, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.] No objection to zone change. [For the Applicant's information only.]

Planning:

This request is not in compliance with the Tall City Tomorrow Comprehensive Plan, Chapter 3 An Integrated Land Use Vision, "Future Land Use Map" as it designates this area for Urban Residential-Low (UR-L) which calls for restrictive land use, emphasizing single-family detached development. However, as mentioned, the property is adjacent to a vacant lot to the west zoned RR, Regional Retail District as well as adjacent property to the south per the same PD Ordinance (10185) zoned PD for a shopping center with an underlying zoning of RR, Regional Retail District. This is the same zoning as the proposed zoning for the property, proving consistency for regional retail uses within this immediate area. Therefore, this request is consistent with the development surrounding it.

The Planning & Zoning Commission recommended approval of this request on January 16, 2024.

Therefore, staff recommends approval of this zone change from PD, Planned Development District for a Shopping Center to RR, Regional Retail District, subject to condition A.

Conditions:

- A. That the use and development of this property shall conform to the regulations of RR, Regional Retail District.**

Letters of Objection:

As of February 5, 2024, staff has not received any letters of objection for this request.

Attachments:

Application
Metes & Bounds (Exhibit A)
Maps
Ordinance 10185

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE LOT 1, BLOCK 1, TSC DEVELOPMENT, CITY AND COUNTY OF MIDLAND, TEXAS, FROM PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER TO RR, REGIONAL RETAIL DISTRICT (GENERALLY LOCATED ON THE WEST SIDE OF NORTH STATE HIGHWAY 349, APPROXIMATELY 380 FEET NORTH OF TEJAS) ; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION

WHEREAS, the City Planning and Zoning Commission and the Governing Body of the City of Midland, in compliance with the City Charter, the City Code, and State law, have given the requisite notices by United States mail, publication and otherwise; and after a full and fair hearing to all of the property owners generally and particularly to those interested persons situated in the affected area and in the vicinity thereof, the Governing Body finds that the public health, safety and general welfare will be best served by rezoning Lot 1, Block 1, TSC Development, City and County of Midland, Texas (the “Property”) to RR, Regional Retail District, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from PD, Planned Development District for a Shopping Center to RR, Regional Retail District.

SECTION TWO. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION THREE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances

inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION FOUR. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION FIVE. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, which provides for a fine not exceeding two thousand dollars (\$2,000.00).

SECTION SIX. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2024; 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., 2024, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Elizabeth Triggs, Planning and Development Officer

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney



Zone Change/Planned District Amendment/Site Plan Approval

Project Number: _____

Case Number: 2-23-0357**Applicant** (if acting as Agent, see affidavit on page 2)

Printed Name: Chris Butler - Fierce Property Investments, LLC

Phone (432) 262-0999

Email
chris@cmbcllc.comAddress
4416 Briarwood AveCity
MidlandState
TXZip
79707**Property Owner**

Printed Name: see applicant

Phone (432) 262-0999

Email
432 262-0999

Address

City

State

Zip

Representative (if different from Applicant or Property Owner)

Firm: Maverick Engineering

Printed Name: Paladin Huckaba

Phone (432) 262-0999

Email
phuckaba@maverick-eng.comAddress
1909 W. Wall Street Ste KCity
MidlandState
TXZip
79701**Street Address:** 6409 N HWY 349**Legal Description**

Lot: 1 Block: 1 Subdivision: TSC Development

Current Zoning:

PD

Proposed Zone: RR

(List by tracts if more than one district is requested)

Reason for Zone Change Request: TO GIVE THE PROPOSED 349 RETAIL PLAT A SINGLE ZONING DISTRICT DESIGNATION**Present Use of Property:** VACANT**Proposed Use of Property:** RETAIL & FAST FOOD**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:** Original site plan for the PD is no longer valid**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)

PACKET

31.7

February 13, 2024

Signature (by property owner only – authorized agent must sign affidavit below)Applicant (signature): [Signature]

Date: 12/14/2023

Applicant (printed): Chris Butler Member

Property Owner (signature): see applicant

Date:

Property Owner (printed): _____

The Zone Change/Planned District Amendment/Site Plan Approval shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.

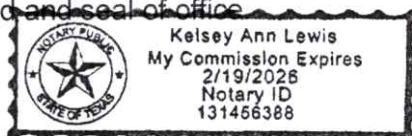
All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear Andrew L. Mellen who, being by me duly sworn, upon oath says: That (s)he is the owner of _____ or authorized by Force Property Investments, 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.

[Signature]
Authorized Agent (signature)

Subscribed and sworn to before me, this 14th day of December, 2023, to certify which witness my hand and seal of office.



[Signature]

NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY☒ Property Owner Authorization☐ Dimensioned Site Plan☒ Application Fee☒ Plans in Digital Format (PDF/JPEG)Check # 4611Received By: [Signature]

Date:

DEC 20 2023

PACKET

31.8

February 13, 2024

Application will not be considered for scheduling until reviewed by a planner.



FIELD NOTE DESCRIPTION OF A 2.768 ACRE TRACT OF LAND BEING ALL OF LOT 1, BLOCK 1, TSC DEVELOPMENT, A SUBDIVISION OF MIDLAND COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF FILED IN CABINET M, ON PAGE 130, PLAT RECORDS OF MIDLAND COUNTY, TEXAS (PR), SAME BEING SITUATED WITHIN AND BEING OUT OF SECTION 11, BLOCK "X", H.P. HILLIARD SURVEY, MIDLAND COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED FOR REFERENCE PURPOSES ONLY AS FOLLOWS;

BEGINNING AT N.(Y):10721614.33, E.(X):1752862.34, A PK NAIL FOUND IN THE WEST RIGHT OF WAY LINE OF STATE HIGHWAY 349, BEING THE SOUTHEAST CORNER OF LOT 3, HOUSTON INDUSTRIAL PARK ACCORDING TO THE MAP OF PLAT THEREOF FILED IN CABINET I, PAGE 33 OF SAID "PR", AND FOR THE NORTHEAST CORNER HEREOF;

THENCE S.14°36'04"E.. ALONG SAID WEST RIGHT OF WAY LINE, 276.95 FEET TO A ONE HALF INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF LOT 2, BLOCK 1 OF SAID TSC DEVELOPMENT AND FOR THE SOUTHEAST CORNER HEREOF;

THENCE S.75°33'02"W., ALONG THE NORTH LINE OF SAID LOT 2, 436.46 FEET TO A ONE HALF INCH IRON ROD WITH RED PLASTIC CAP MARKED "MAVERICK FIRM #10194514" (RPC) SET FOR THE SOUTHEAST CORNER OF LOT 1, BLOCK 1, MIDLAND COUNTRY CLUB ESTATES, ACCORDING TO THE MAP OF PLAT THEREOF FILED IN CABINET D, PAGE 374 OF SAID "PR", AND FOR THE SOUTHWEST CORNER HEREOF;

THENCE N.14°22'40"W., ALONG THE EAST LINE OF SAID LOT 1, BLOCK 1, MIDLAND COUNTRY CLUB ESTATES, 276.31 FEET TO A PK NAIL FOUND AND ACCEPTED FOR THE NORTHEAST CORNER OF SAID LOT 1, BLOCK 1, MIDLAND COUNTRY CLUB ESTATES, AND FOR THE NORTHWEST CORNER HEREOF;

THENCE N.75°27'58"E, ALONG THE SOUTH LINE OF SAID LOT 3, HOUSTON INDUSTRIAL PARK, 435.38 FEET TO THE **POINT OF BEGINNING**, CONTAINING 2.768 ACRES, OR 120,586.31 SQUARE FEET OF LAND.

BASIS OF BEARING, COORDINATES, DISTANCES AND ACREAGE ARE A LAMBERT CONICAL PROJECTION OF THE TEXAS COORDINATE SYSTEM, STATE PLANE GRID, CENTRAL ZONE, NORTH AMERICAN DATUM 1983, U.S. SURVEY FOOT.

December 13, 2023

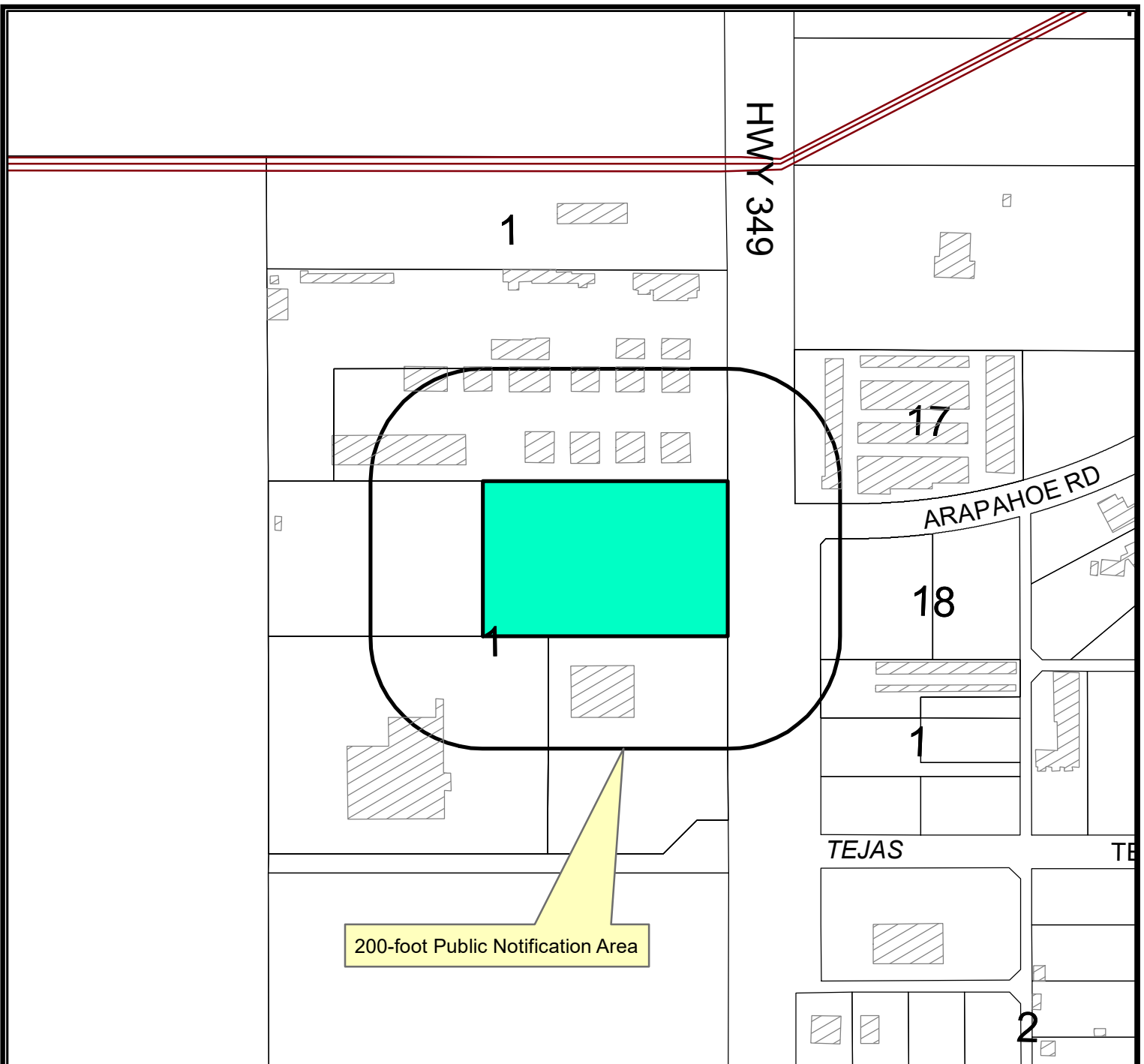
Paladin R. Huckaba

www.maverick-eng.com

Texas RPLS - No. 7027

Maverick Engineering (FIRM – No. 10194514)





LOCATION MAP

Z-23-0357

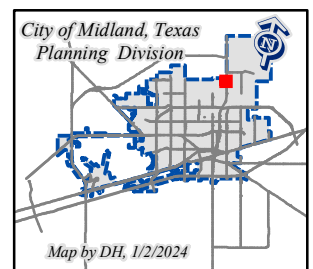
Scale: 1" = 256'

A request by Fierce Property Investments, LLC for a Zone Change from From: PD, Planned Development District for a Shopping Center (Ordinance No. 10185) to RR, Regional Retail District, located on Lot 1, Block 1, TSC Development, City and County of Midland, Texas.

Generally located on the west side of N. State Highway 349 approximately 380 feet north of Tejas. 31.10
(Council District 1)

LEGEND

- CITY LIMITS
- PARCEL
- ▨ PRIVATE BLDGS

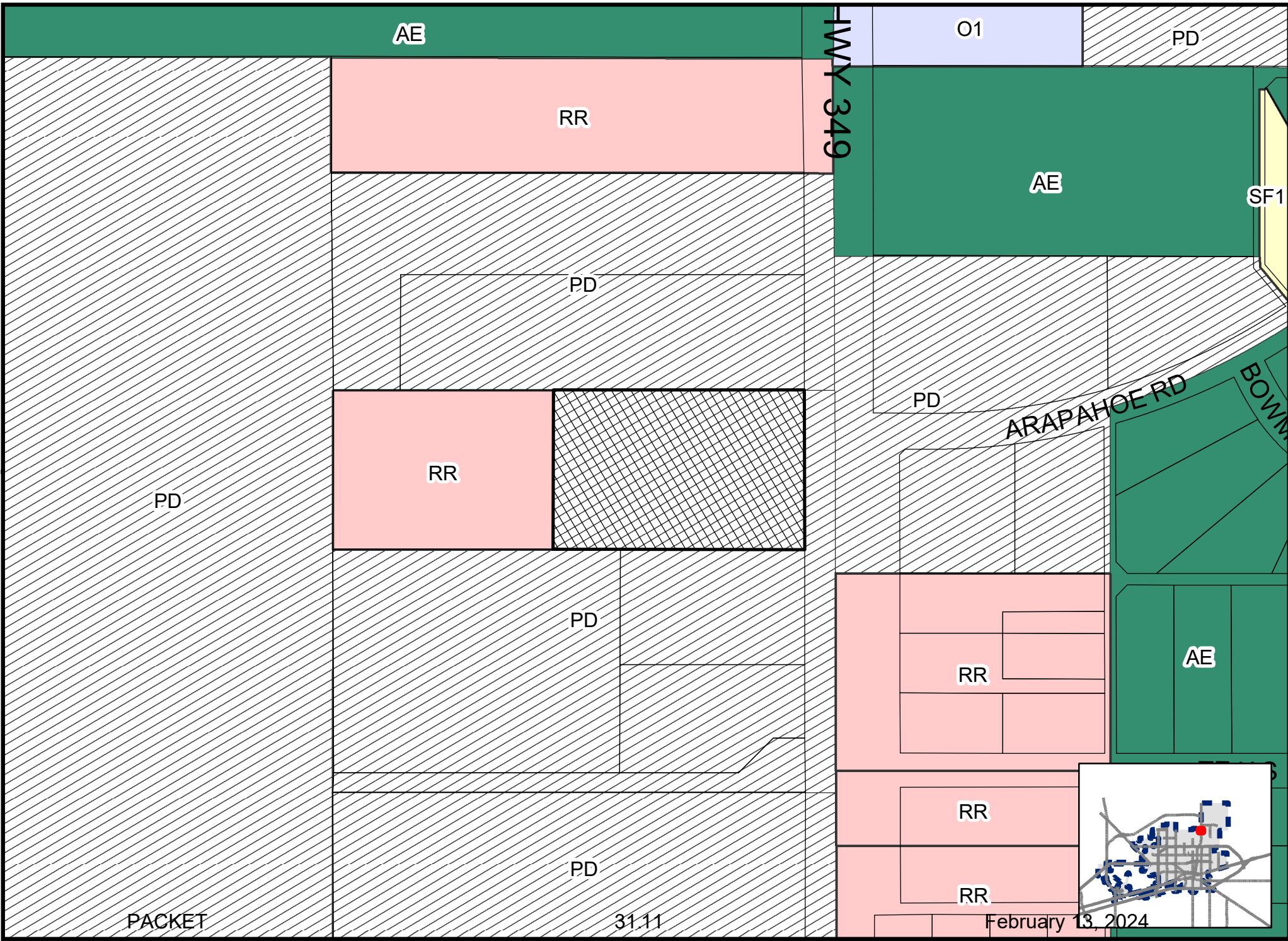


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THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY OR ENGINEERING DRAWING. IT IS DESIGNED TO BE USED AS A TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN.

THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.

February 13, 2024











ORDINANCE NO. 10185

AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 9.92-ACRE TRACT OF LAND OUT OF SECTION 11, BLOCK X, H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM AE, AGRICULTURAL ESTATE DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF NORTH STATE HIGHWAY 349 AND TEJAS); 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 9.92-acre tract of land out of Section 11, Block X, H.P. Hilliard Survey, City and County of Midland, Texas, said tract being more specifically described by metes and bounds in Exhibit "A", which is attached hereto and incorporated herein (the "Property") to PD, Planned Development District for a Shopping Center and adopting a site plan therefor, as set out hereinafter;

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

SECTION ONE. That the Zoning District Map of the City of Midland, Texas, is hereby amended to rezone the Property from AE, Agricultural Estate District to PD, Planned Development District for a Shopping Center.

SECTION TWO. That the base zoning district to which the use and development of the Property shall conform, except as modified by Section Three of this ordinance, is the

RR, Regional Retail District.

SECTION THREE. That a site plan, which is attached hereto as Exhibit “B” and incorporated herein for all purposes, is hereby adopted, and the use and development of the Property shall be subject to the following conditions and restrictions:

- A. That the Property shall significantly conform to the site plan attached hereto as Exhibit “B”.
- B. That 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 “B”.
- D. That the fencing shall significantly conform to Exhibit “B”.
- E. That all signage shall conform to the regulations set forth in Title XI, Chapter 7a of the City Code.

SECTION FOUR. That the definitions given in the zoning regulations contained in the City Code of the City of Midland, Texas, shall be applicable to such of those terms as are used herein.

SECTION FIVE. The provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

SECTION SIX. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION SEVEN. The penalty for violation of this ordinance shall be in accordance with the general penalty provisions contained in Section 1-3-1 of the City Code

of Midland, Texas, which provides for a fine not exceeding two thousand dollars (\$2,000.00).

SECTION EIGHT. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the 11th day of May, A.D., 2021; and passed to second reading on motion of Council member Ladd, seconded by Council member Blong, by the following vote:

Council members voting "AYE": Blong, Trost, Robnett, Payton, Dufford, Ladd Norman

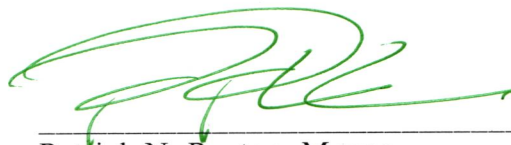
Council members voting "NAY": None

The above and foregoing ordinance was read in full and finally adopted by the following vote upon motion of Council member Ladd, seconded by Council member Blong, on the 25th day of May, A.D., 2021, at a regular meeting of the City Council:

Council members voting "AYE": Blong, Trost, Robnett, Payton, Dufford, Ladd Norman

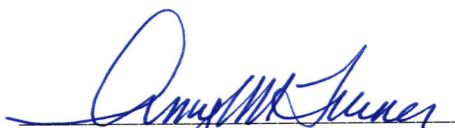
Council members voting "NAY": None

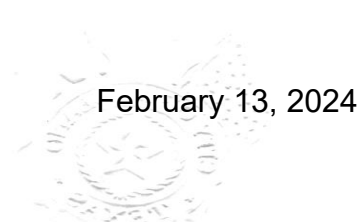
PASSED AND APPROVED THIS 25th day of May, A.D., 2021.



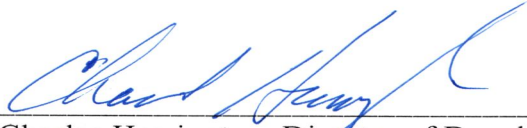
Patrick N. Payton, Mayor

ATTEST:


Amy M. Turner, City Secretary

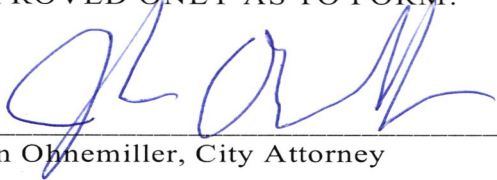


APPROVED AS TO CONTENT
AND COMPLETENESS:

A handwritten signature in blue ink, appearing to read "Charles Harrington", written over a horizontal line.

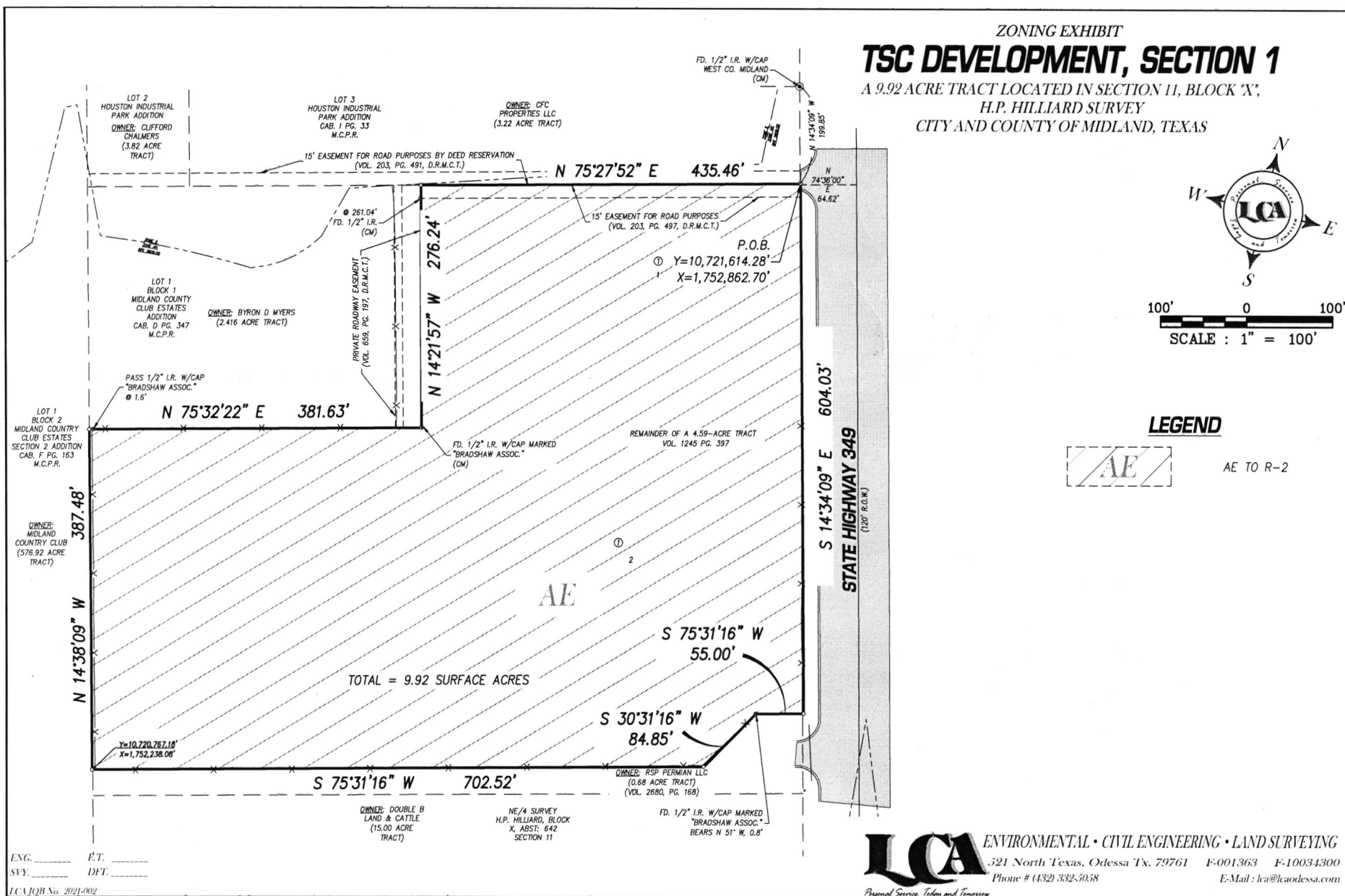
Charles Harrington, Director of Development Services

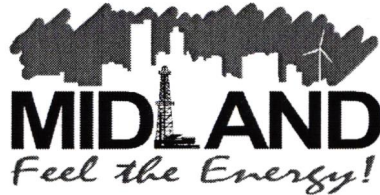
APPROVED ONLY AS TO FORM:

A handwritten signature in blue ink, appearing to read "John Ohnemiller", written over a horizontal line.

John Ohnemiller, City Attorney

Exhibit A





City Council Meeting

Item Number: 15
Meeting Date: May 25, 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 9.92-ACRE TRACT OF LAND OUT OF SECTION 11, BLOCK X, H.P. HILLIARD SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM AE, AGRICULTURAL ESTATE DISTRICT TO PD, PLANNED DEVELOPMENT DISTRICT FOR A SHOPPING CENTER (GENERALLY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF NORTH STATE HIGHWAY 349 AND TEJAS); 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, Landgraf, Crutcher & Associates, is requesting this zone change from AE, Agricultural Estates District to PD, Planned Development District for a shopping center to develop a shopping center.

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 an Industrial District and the location

of a business park. The properties to the east across N. State Highway 349, are zoned PD, Planned District for an Industrial District and the location of a storage facility, and RR, Regional Retail District, and the location of vacant lots. The property to the south is zoned PD, Planned District for a Housing Development and the location of a residence. The properties to the west are zoned AE, Agricultural Estate District and the location of a residence, and PD, Planned Development District for a Recreation Center and the location of a golf course.

Analysis:

The applicant is requesting this zone change from AE, Agricultural Estates District to PD, Planned Development District for a Shopping Center with an underlying zoning district of RR, Regional Retail District, to develop a shopping center.

Per the Zoning Ordinance, a Shopping Center is permitted in the RR, Regional Retail 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.

Our staff has examined the FEMA flood map and it appears that this property lies entirely within Zone AH, which is a Special Flood Hazard Area subject to inundation by the 1% annual chance flood. Compensatory excavation will be required within floodplain for any fill being placed within the floodplain.

An elevation certificate based off of construction drawings will be required to get a building permit to show compliance to the 1 foot of freeboard above the base flood elevation for residential structures. An elevation certificate based off of finish construction will be required for the Certificate of Occupancy.

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)

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.

Planning:

Per the Future Land Use map, this location is designated as Urban Residential; which calls for single-family detached development, and civic uses are generally allowed with special permission for higher intensity uses; 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 19, 2021 Planning and Zoning Commission meeting.

Staff recommends approval of the zone change from AE, Agricultural Estate District to amended PD, Planned Development District for a Shopping Center, subject to conditions A through F.

Conditions:

- A. That the use and development of this property shall conform to the regulations of the RR, Regional Retail District, except as stated below.**
- B. That this property shall conform to the site plan, which is attached hereto and incorporated herein as Exhibit "B".**
- 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 "B".**
- E. That the fencing shall significantly conform to Exhibit "B".**

F. That the signage for this property shall conform to the regulations set forth in Title XI, Chapter 7a. of the City Code.

Letters of Objection:

Staff has not received any objections as of April 28, 2021.

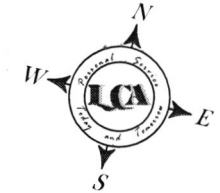
Attachments:

- Metes and Bounds (Exhibit A)
- Site Plan (Exhibit B)
- Application
- Maps

City Manager's Office

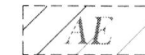
Exhibit A

ZONING EXHIBIT TSC DEVELOPMENT, SECTION 1 A 9.92 ACRE TRACT LOCATED IN SECTION 11, BLOCK "X", H.P. HILLIARD SURVEY CITY AND COUNTY OF MIDLAND, TEXAS

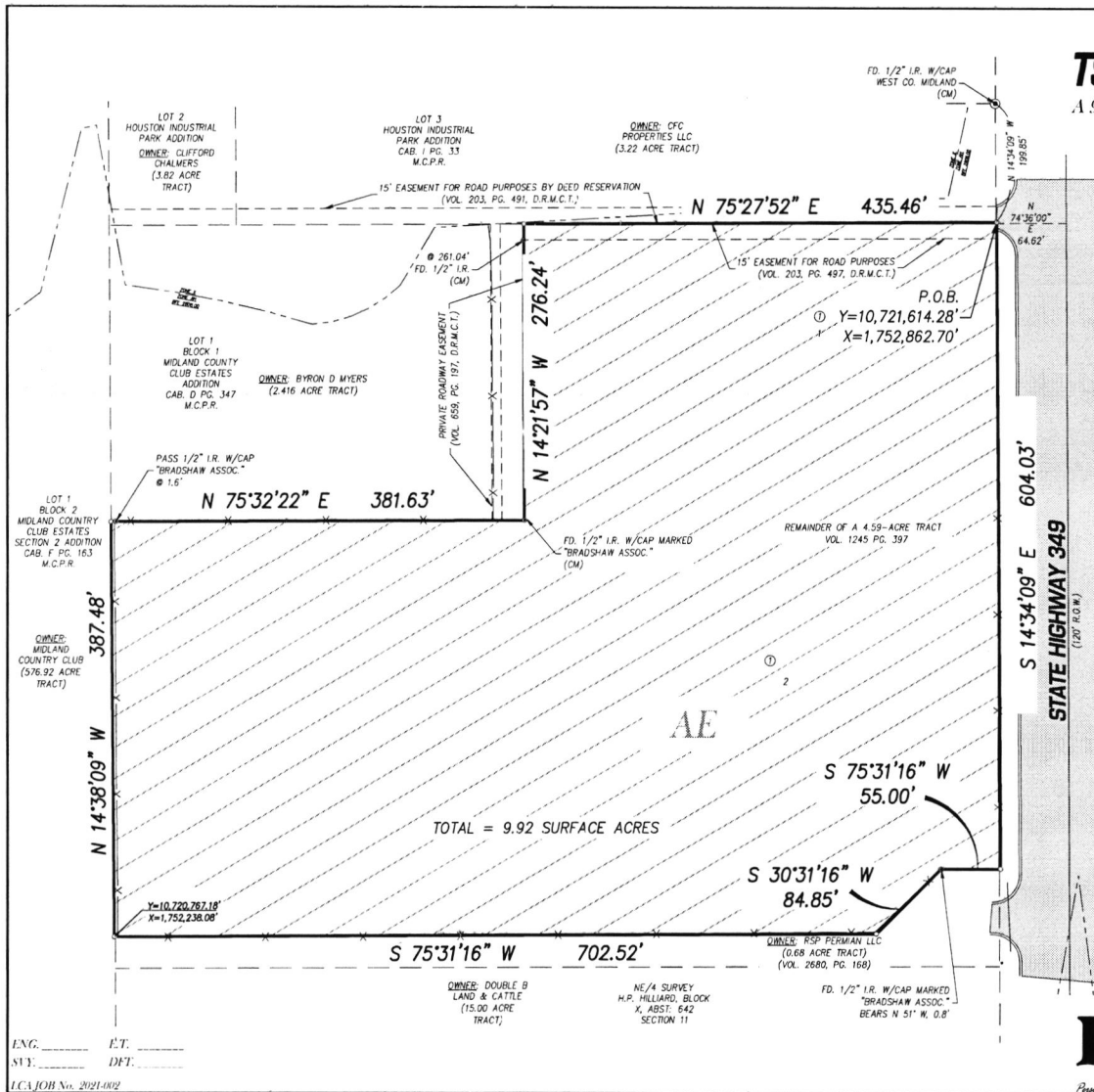


100' 0 100'
SCALE : 1" = 100'

LEGEND



AE TO R-2



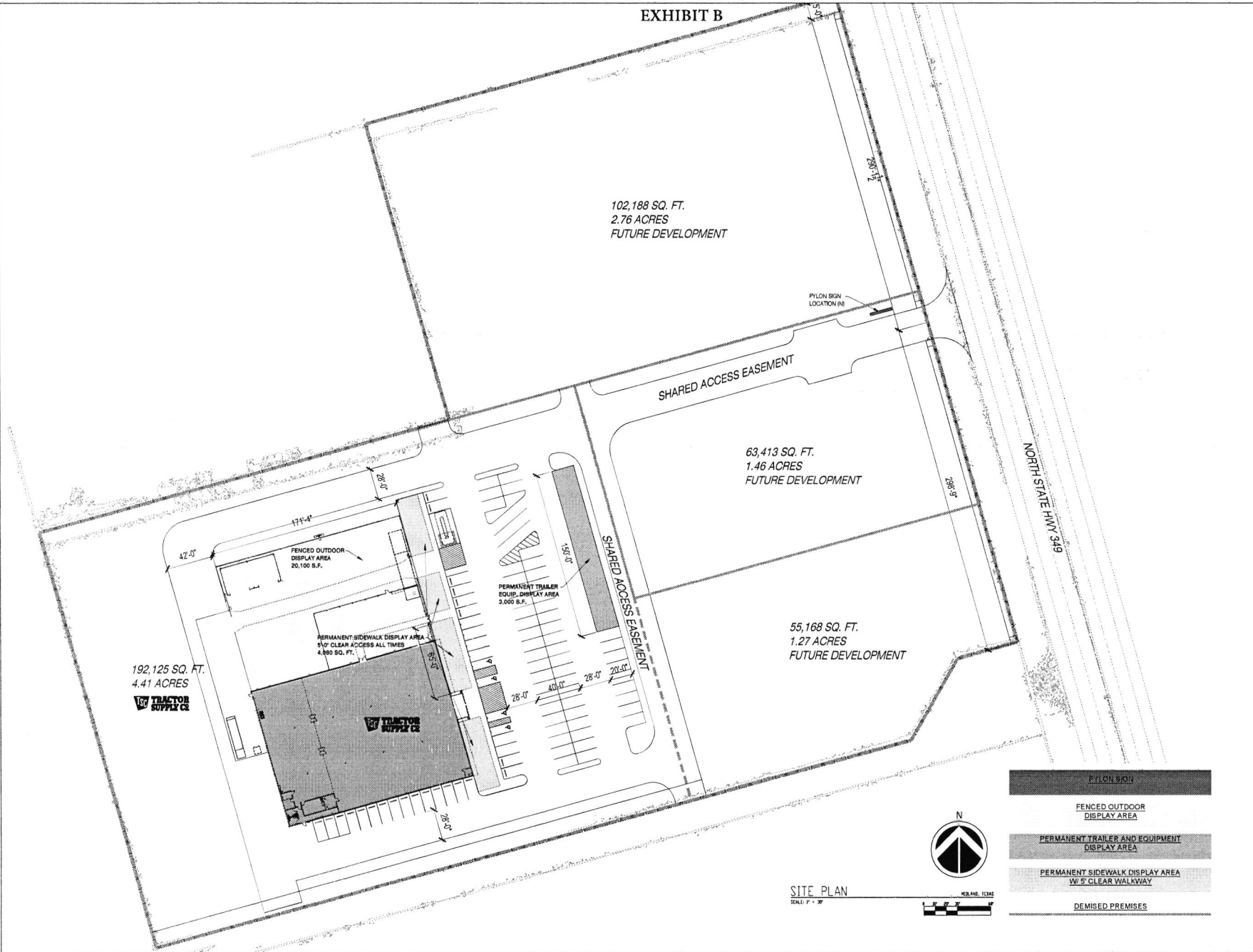
LCA ENVIRONMENTAL • CIVIL ENGINEERING • LAND SURVEYING
521 North Texas, Odessa Tx. 79761 F-001363 F-10031300
Phone # (432) 332-3038 E-Mail : lca@lcaodessa.com
Personal Service, Today and Tomorrow

PACKET
15.9
May 25, 2021

PACKET

31.27

February 13, 2024



COROLLA CAPITAL PARTNERS, LLC
2208 FOWLER AVE.
JONESBORO, AR 72401

Tractor Supply Company Midland, Texas

REVISIONS

PROJECT DATA	
DATE	03.23.2021
JOB NUMBER	20036
SHEET TITLE	SITE PLAN
SHEET NUMBER	

SITE



SITE PLAN
SCALE: 1" = 30'

- PILON SIGN
- FENCED OUTDOOR DISPLAY AREA
- PERMANENT TRAILER AND EQUIPMENT DISPLAY AREA
- PERMANENT SIDEWALK DISPLAY AREA 8'0" CLEAR WALKWAY
- DEMISED PREMISES


**Zone Change/Planned District
Amendment/Site Plan Approval**

Project Number: _____

Case Number: 2-21-0232**Applicant** (if acting as Agent, see affidavit on page 2)

Printed Name: _____

Phone ()

Email _____

Address _____

City _____

State _____

Zip _____

Property OwnerPrinted Name: **Christopher Lewis Gurgevich**

Phone (N/A)

Email N/A

Address: **6401 N. Hwy 349**City: **Midland**State: **TX**Zip: **79705****Representative** (if different from Applicant or Property Owner)Firm: Landgraf, Crutcher & AssociatesPrinted Name: **LCA**Phone (**432**) **332-5058**

Email _____

lca@lcaodessa.comAddress **521 N. Texas Avenue**City **Odessa**State **TX**Zip **79761****Street Address: 6401 N. Hwy 349****Legal Description**Lot: **Prop. 1** Block: **Prop. 1** Subdivision: **Proposed TSC DEVELOPMENT, SECTION 1****Current Zoning: Agricultural Estates District
(AE)****Proposed Zone: Planned Development (PD)**
(List by tracts if more than one district is requested)**Reason for Zone Change Request: To comply with a shopping center zoning requirements****Present Use of Property: residential and partially vacant****Proposed Use of Property: Shopping center****How would this zone change affect the public health, safety and welfare?**Traffic may increase in this area**Describe how conditions affecting the property have changed since present zoning designation. Not known****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)

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May 25, 2021

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February 13, 2024

Signature (by property owner only – authorized agent must sign affidavit below)

Applicant (signature):

Date:

Applicant (printed):

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 George E. Thornley who, being by me duly sworn, upon oath says: That (s)he is authorized by Texas NH Management LLC, the owner of the above described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

George E. Thornley
Authorized Agent (signature)

Subscribed and sworn to before me, this 24 day of March, 2021, to certify which witness my hand and seal of office.



Melanie Martinez
NOTARY PUBLIC, MIDLAND COUNTY, TEXAS

FOR OFFICE USE ONLY

☒ Property Owner Authorization

☒ Dimensioned Site Plan

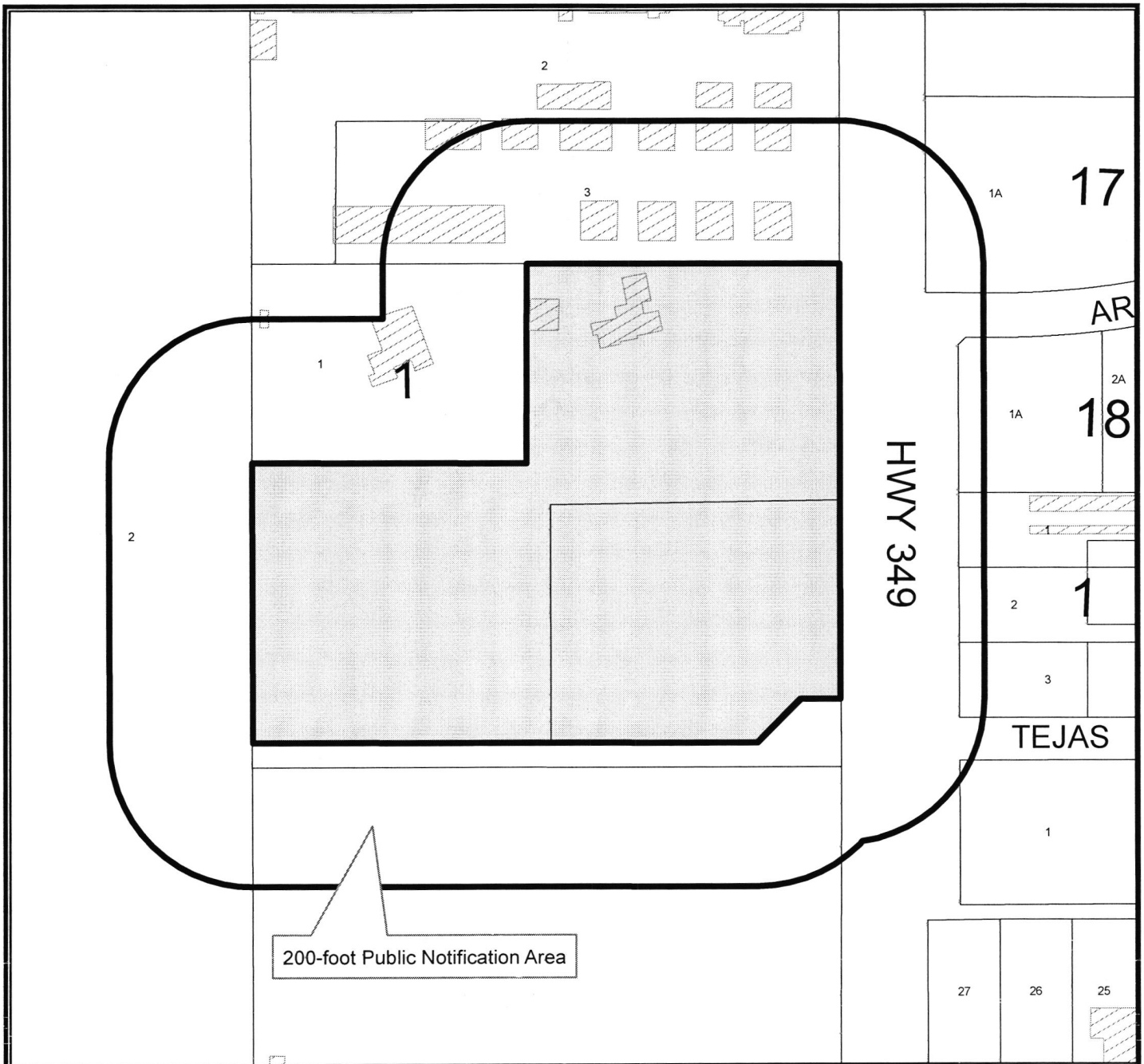
☒ Application Fee

☒ Plans in Digital Format (PDF/JPEG)

Check # 38967

Received By: KM

Date: 3/24/21



LOCATION MAP

Z-21-0232

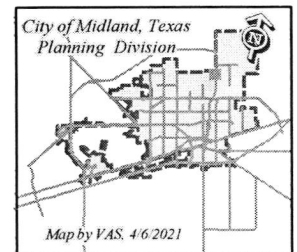
Scale: 1" = 200'

Consider a request by Landgraf, Crutcher & Associates, for a zone change from AE, Agricultural Estates District, to PD, Planned Development District for a Shopping Center, on a 9.92-acres tract of land out of Section 11, Block X, H.P. Hilliard Survey, City and County of Midland, Texas.

Generally located on the northwest corner of the intersection of N. State Highway 349 and Tejas. (Council District 1)

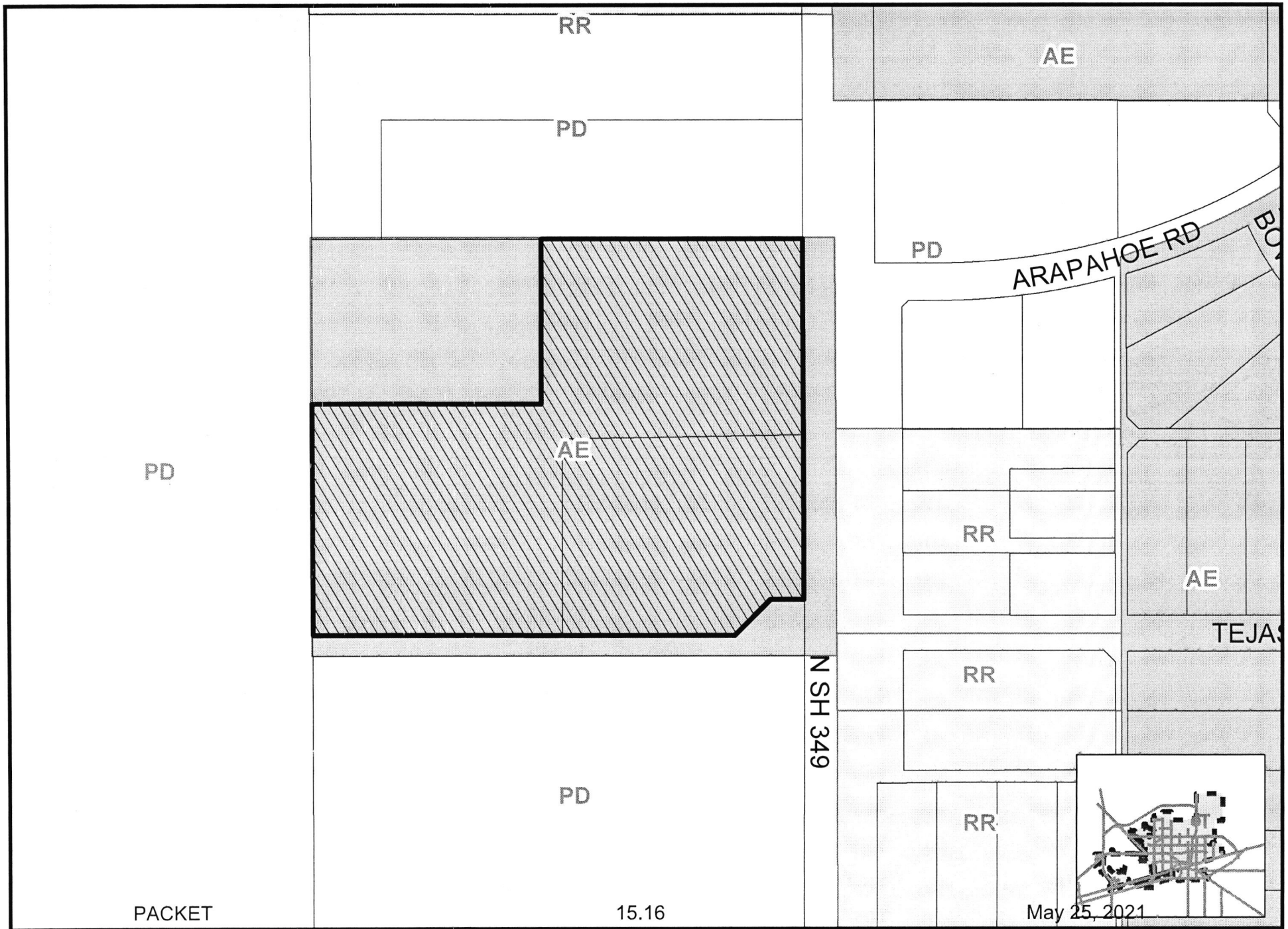
LEGEND

- CITY LIMITS
- PARCEL
- ▨ PRIVATE BLDGS



May 25, 2021

February 13, 2024



May 25, 2021

February 13, 2024



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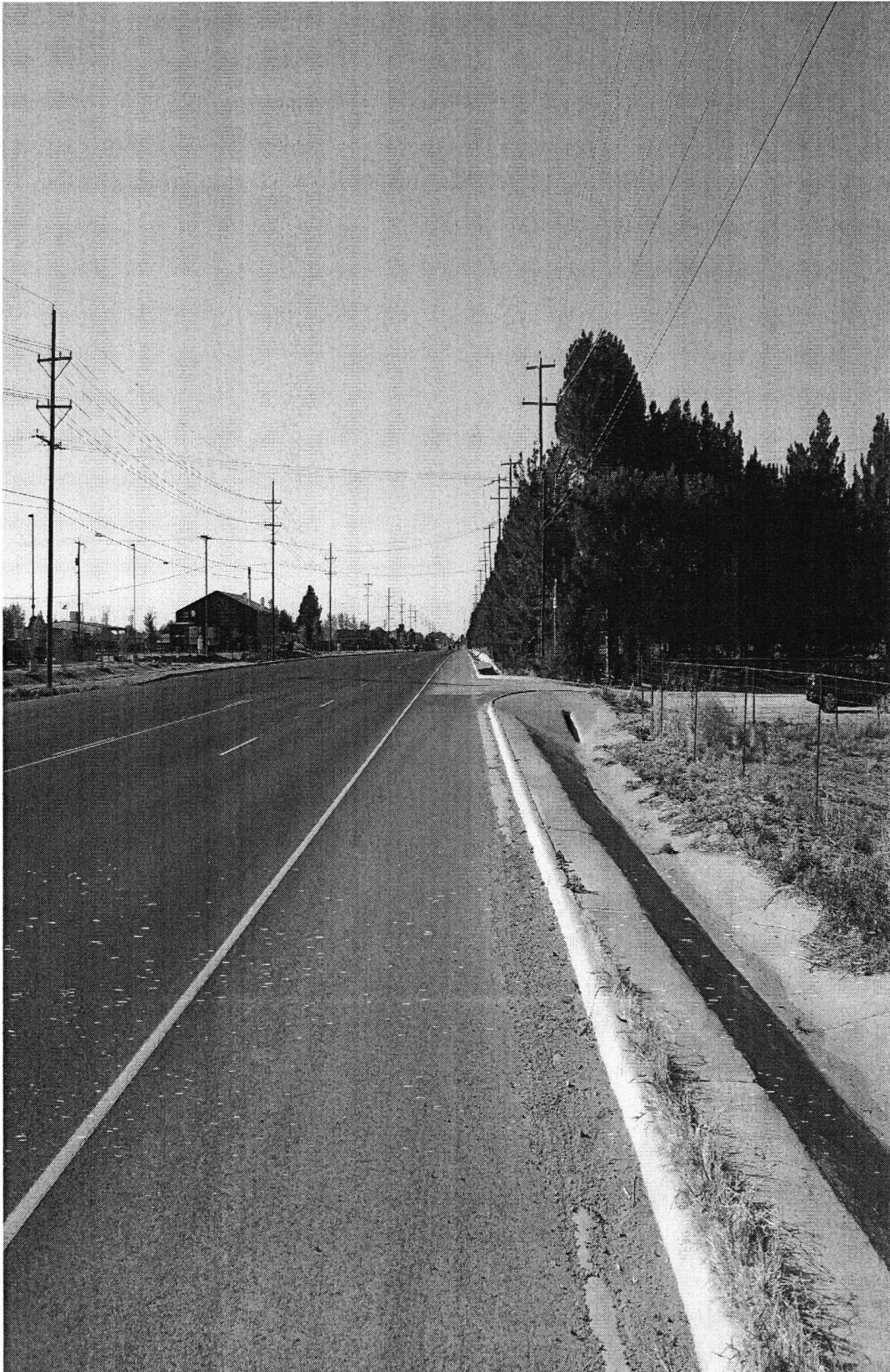
May 25, 2021
February 13, 2024



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May 25, 2021
February 13, 2024



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February 13, 2024



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May 25, 2021
February 13, 2024



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May 25, 2021
February 13, 2024

10185



City Council Meeting

Item Number: 32
Meeting Date: February 13, 2024
To: City Council / City Manager
From: Ron Jenkins, Oil and Gas Coordinator
Subject: THE PROPOSED GRANTING OF OIL AND GAS WELL PERMITS TO PERMIAN DEEP ROCK OIL CO., LLC ("OPERATOR") FOR THE DRILLING OF THE FOLLOWING OIL AND GAS WELLS: KNIGHT 140 MIPA UNIT H140LX; KNIGHT 140 MIPA UNIT H140MX; AND KNIGHT 140 MIPA UNIT H140WX; SAID WELLS BEING GENERALLY LOCATED BETWEEN 931 FEET AND 959 FEET EAST OF NORTH A STREET EXTENSION AND BETWEEN 1,882 FEET AND 1,910 FEET SOUTH OF WEST LOOP 250 NORTH (District 3) (Development Services)

Purpose:

The proposed granting of oil and gas well permits to Permian Deep Rock Oil Co., LLC ("Operator") for the drilling of the following oil and gas wells: Knight 140 MIPA Unit H140LX; Knight 140 MIPA Unit H140MX; and Knight 140 MIPA Unit H140WX; said wells being generally located between 931 feet and 959 feet east of North A Street extension and between 1,882 feet and 1,910 feet south of West Loop 250 North. Council may consider these permits following a 30-day public comment period and at a regularly scheduled meeting. No notices of objection received.

Recommended City Council Action:

Direction/Informational.

Fiscal Impact:

There is no cost to the City to process this application.

Discussion:

The Oil and Gas Advisory Committee has reviewed the well site in detail and recommends approval. Per the City agreement requirements, Permian Deep Rock will be using 24 ft. tall

sound walls on all sides of the location during drilling and fracing/completions. Truck traffic entry has a designated ROW coming off Big Spring Street and going to the well site and back out on Veterans Parkway. There will be a paid police presence for moving equipment to the well site. A closed loop system will be used for drilling operations and drillings will be hauled off site. The applications follow the recently updated transfer facility area for this pad.

Receiving support of the Oil & Gas Advisory Committee, Permian Deep Rock Oil is requesting the following variances:

- (1) requests variance to residence or commercial structure within 500 feet.
Knight 140 MIPA Unit H140LX variance of 221 feet.
Knight 140 MIPA Unit H140MX variance of 211 feet.
Knight 140 MIPA Unit H140WX variance of 232 feet.
- (2) requests to allow for twenty-four-hour fracing operations.
- (3) requests variance for the fence of the drill pad instead of individual well.
- (4) requests a variance to the landscaping and irrigation to follow the Surface Agreement.
- (5) requests variance to remove drill cuttings from the location per the Surface Agreement with the City of Midland.

Attachments: Applications; Location maps; Exhibit - Drill site maps, Exhibit – Overall Location.

Meeting Date Display

For E. Out

City Manager's Office



APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information		
Date 12/01/2023	Operator Name (must match W-1) Permian Deep Rock Oil Co., LLC	Operator Address P.O. Box 11405 Midland, TX 79702
Representative Name Kyle M. Hammond	Representative Address (within Midland City Limits) 500 W. Wall St. Ste 300 Midland, TX 79701	Rep. Tele. 432-682-6685 Rep. Fax 432-684-4519
Fee: \$4,000.00 Rec'd Yes ☒ No ☐	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4
Permit Compliance Contact (Choose 1): Option A: 24/7 Answering Services - No. 1 (Tele.): No. 2 (Tele.): Option B: Company Compliance Representative (Name, Address, Local Telephone) (<i>ATTACH STATEMENT AS EXHIBIT A</i>): See Exhibit "A" Emergency Contact Representative (Name, Address, 24-Hour Tele. No.): See Exhibit "A" Other Permitted Wells in City (<i>ATTACH EXHIBIT B</i> [see § J(26)]): See Exhibit "B"		
II. Mineral Ownership		
Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease): 1. 2. 3. <i>ATTACHED AS EXHIBIT C</i> is List of subdivisions See Exhibit "C"		
III. Surface Ownership & Use		
General Description of Current Surface Use (within 860 feet of proposed surface location): Office buildings, City Collection Center, undeveloped pasture See Exhibit "D" <i>ATTACHED AS EXHIBIT D</i> is Current Tax Roll from Midland Central Appraisal District, which lists the names and address(es) of all surface owners within 860 feet of the surface well location. [See § J(1)]		

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February 13, 2024

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: Knight 140 MIPA Unit H140LX

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site: SHL: 1896' FNL & 945' FWL, Section 14
Block 39, T1S, T&PRR Co. Survey, Midland County, Texas

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: Road use and repair agreement attached

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

Description of water source to be used during Drilling: Water is to be piped in from our water wells, drill additional water wells or truck fresh water in. All brine water will be trucked in.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

See Exhibit "N"

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: Trench and encapsulate per TXRRC Rule 27(c)(10)(v)

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 : Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by applicant are current. (See § J(29))

ATTACHED AS EXHIBIT R is the required Insurance Certificate. [See § J(19) and § K(3)].

ATTACHED AS EXHIBIT S (if applicable) is the Drainage Plan 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: Applicants variances

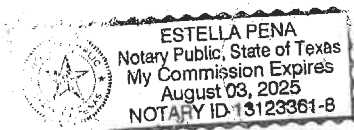
Permian Deep Rock Oil Co.
[NAME OF COMPANY]

By [Signature]
Its General Manager

State of TEXAS)

County of Midland)

, 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.



[SEAL]

Estella Peña
Notary Public, State of Texas



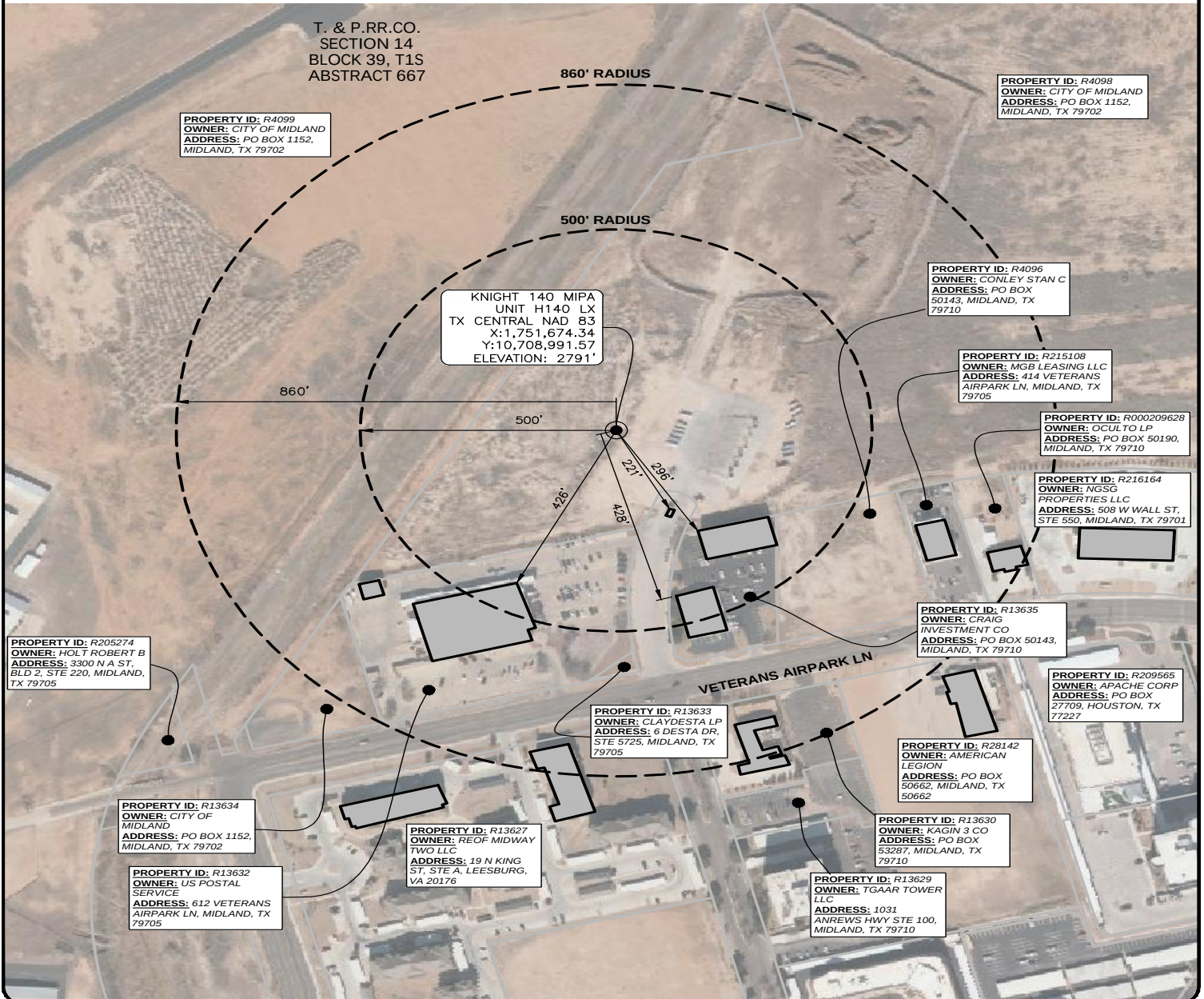
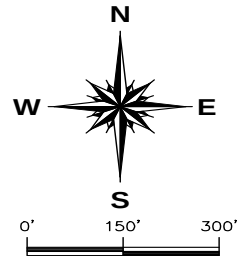
11/14/23
WILLIAM S. ABRAHAM,
REGISTERED PROFESSIONAL LAND
SURVEYOR TEXAS REGISTRATION NO. 2052

NOTES:

1. ORIGINAL DOCUMENT SIZE: 8.5" X 14"
2. THIS EXHIBIT WAS CREATED FOR THE SOLE PURPOSE OF FILING A PERMIT WITH THE CITY OF MIDLAND, MIDLAND COUNTY, TEXAS. THIS IS NOT A "BOUNDARY SURVEY".
3. THE PROPOSED WELL LOCATION WAS SURVEYED ON 10-13-2023

SYMBOL LEGEND:

- FIRE HYDRANT
- STORM DRAIN MANHOLE
- WATER VALVE



WARNING: PLAT MAY NOT SHOW ALL CROSSINGS OF PIPELINES OR CABLES.
USE TEXAS ONE CALL SYSTEM BEFORE EXCAVATION ON PROPERTY.

WELL RADIUS

PROPOSED KNIGHT 140 MIPA UNIT H140 LX

T. & P. RR. CO. SURVEY, SECTION 14, BLOCK 39, T1S,
ABSTRACT 667, CITY OF MIDLAND,
MIDLAND COUNTY, TEXAS
WELL SECTION LINE TIES: 945' FSWL & 1,896' FNWL

NOTES:

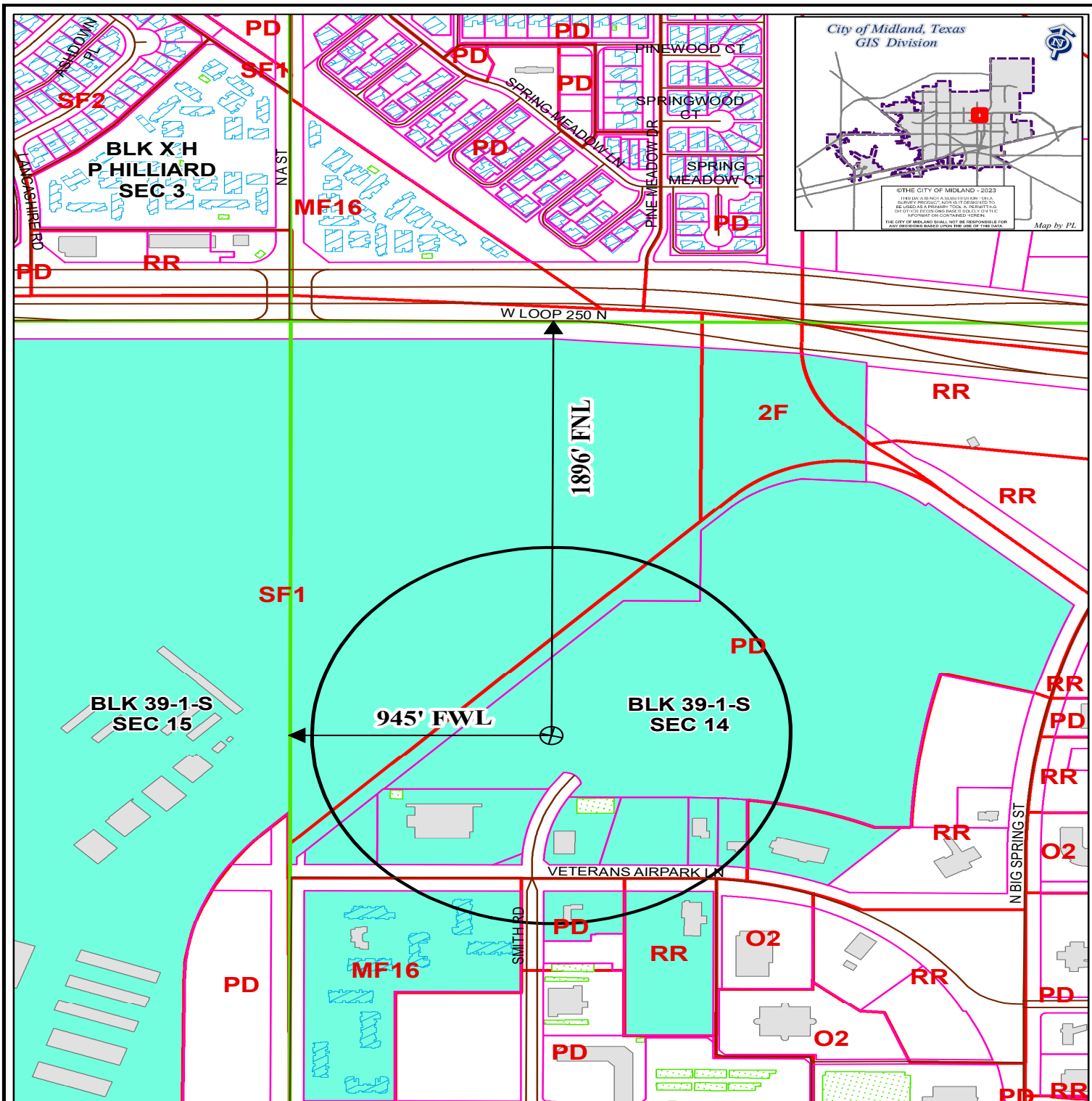
1. SURVEY RECONSTRUCTION FILED IN THE OFFICE OF ATWELL, LLC.
2. ALL BEARING AND GRID COORDINATES SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF NAD 83.
3. THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY.



DRAWN	RS	DATE	03-01-23
CHECKED	DC	DATE	03-01-23
APP'D		DATE	
SCALE	1"=300'		PAGE
		2 OF 4	
REV#	DATE	DESC.	
01	11/2/23	REVISED SHL	
JOB NAME		WELL RADIUS	
JOB NO.		23001261	

32.7

February 13, 2024



LOCATION AND ZONING MAP

Oil - 056582 - 2023

Scale: 1" = 500'

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 1,896' FNL and 945' FWL, Section 14, Block 39, T-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 1,896 feet east of North A Street extension and 1,896 feet south of W Loop 250 N.

Knight 140 MIPA Unit H140LX

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
32.8	COUNTRY ESTATE	03, 04, 05	NEIGHBORHOOD SERVICE
MF1, MF2	ONE-FAMILY DWELLING	C1, C2, C3	RETAIL
	MOBILE HOME DWELLING	IP, JP1, IP2, IP3	COMMERCIAL
	TOWNHOUSE DWELLING	LI	INDUSTRIAL PARK
	TWO-FAMILY DWELLING	HI	LIGHT INDUSTRY
	MULTIPLE FAMILY DWELLING		HEAVY INDUSTRY

February 13, 2024



APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information		
Date 12/01/2023	Operator Name (must match W-1) Permian Deep Rock Oil Co., LLC	Operator Address P.O. Box 11405 Midland, TX 79702
Representative Name Kyle M. Hammond	Representative Address (within Midland City Limits) 500 W. Wall St. Ste 300 Midland, TX 79701	Rep. Tele. 432-682-6685
Fee: \$4,000.00 Rec'd Yes ☒ No ☐	NOTE: All attachments need to bound and put in a binder before submitting.	Rep. Fax 432-684-4519
Permit Compliance Contact (Choose 1):		
Option A:		
24/7 Answering Services - No. 1 (Tele.): No. 2 (Tele.):		
Option B:		
Company Compliance Representative (Name, Address, Local Telephone) (ATTACH STATEMENT AS EXHIBIT A): See Exhibit "A"		
Emergency Contact Representative (Name, Address, 24-Hour Tele. No.):		
See Exhibit "A"		
Other Permitted Wells in City (ATTACH EXHIBIT B [see § J(26)]): See Exhibit "B"		
II. Mineral Ownership		
Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease):		
1.		
2.		
3.		
ATTACHED AS EXHIBIT C is List of subdivisions		
See Exhibit "C"		
III. Surface Ownership & Use		
General Description of Current Surface Use (within 860 feet of proposed surface location):		
Office buildings, City Collection Center, undeveloped pasture		
See Exhibit "D"		
ATTACHED AS EXHIBIT D is		
Current Tax Roll from Midland Central Appraisal District, which lists		
the names and address(es) of all surface owners within 860 feet of the surface well location. [See § J(26)]		

PACKET

3219

February 13, 2024

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: Knight 140 MIPA Unit H140MX

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site: SHL: 1910' FNL & 931' FWL, Section 14
Block 39, T1S, T&PRR Co. Survey, Midland County, Texas

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: Road use and repair agreement attached

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

Description of water source to be used during Drilling: Water is to be piped in from our water wells, drill additional water wells or truck fresh water in. All brine water will be trucked in.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

See Exhibit "N"

Plan detailing construction, location, and closure of pits used for Drilling and Completion operations (attach exhibit if necessary) [See § J(35)]: Trench and encapsulate per TXRRC Rule 27(c)(10)(v)

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 : Tax certificates from Midland Central Appraisal District to be submitted indicating that all taxes on personal and real property, including minerals, owned by applicant are current. (See § J(29))

ATTACHED AS EXHIBIT R is the required Insurance Certificate. [See § J(19) and § K(3)].

ATTACHED AS EXHIBIT S (if applicable) is the Drainage Plan 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: Applicants variances

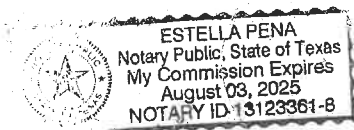
Permian Deep Rock Oil Co.
[NAME OF COMPANY]

By [Signature]
Its General Manager

State of TEXAS)

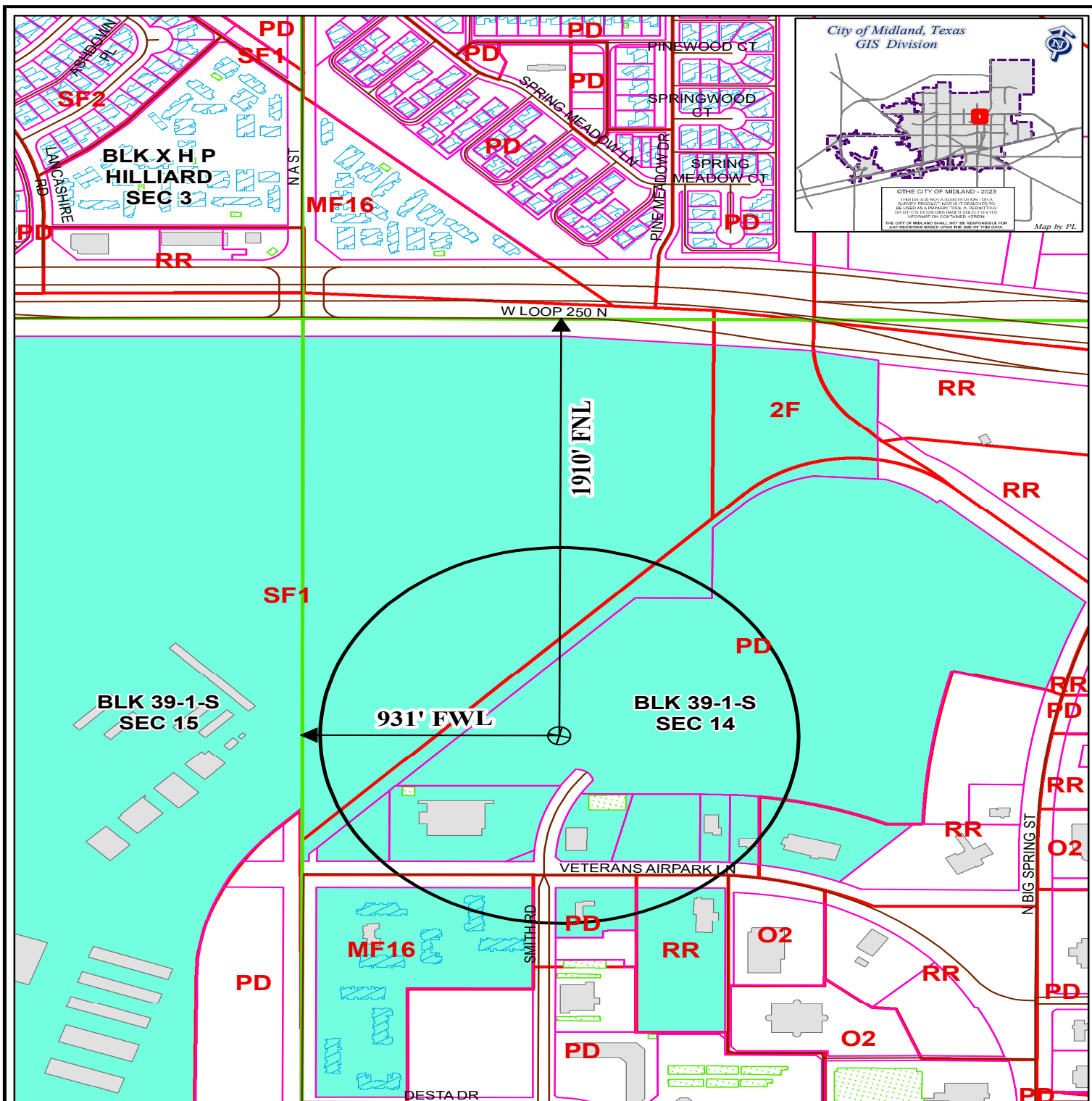
County of Midland)

, 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.



[SEAL]

Estella Peña
Notary Public, State of Texas



LOCATION AND ZONING MAP

Oil - 056583 - 2023

Scale: 1" = 500'

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 1,910' FNL and 931' FWL, Section 14, Block 39, T-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 1,910 feet east of North A Street extension and 1,910 feet south of W Loop 250 N.

Knight 140 MIPA Unit H140MX

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	O1, O2	OFFICE
32.13	COUNTRY ESTATE	OR, OLR	NEIGHBORHOOD SERVICE
MF1, MF2	ONE-FAMILY DWELLING	C1, C2, C3	RETAIL
	MOBILE HOME DWELLING	IP, JP1, IP2, IP3	COMMERCIAL
	TOWNHOUSE DWELLING	LI	INDUSTRIAL PARK
	TWO-FAMILY DWELLING	HI	LIGHT INDUSTRY
	MULTIPLE FAMILY DWELLING		HEAVY INDUSTRY

February 13, 2024



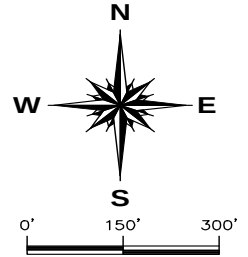
11/14/23
WILLIAM S. ABRAHAM,
REGISTERED PROFESSIONAL LAND
SURVEYOR TEXAS REGISTRATION NO. 2052

NOTES:

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3. THE PROPOSED WELL LOCATION WAS SURVEYED ON 10-13-2023

SYMBOL LEGEND:

- FIRE HYDRANT
 STORM DRAIN MANHOLE
 WATER VALVE



T. & P. RR. CO.
SECTION 14
BLOCK 39, T1S
ABSTRACT 667

860' RADIUS

500' RADIUS

KNIGHT 140 MIPA
UNIT H140 MX
TX CENTRAL NAD 83
X: 1,751,664.35
Y: 10,708,974.25
ELEVATION: 2791'

PROPERTY ID: R4099
OWNER: CITY OF MIDLAND
ADDRESS: PO BOX 1152,
MIDLAND, TX 79702

PROPERTY ID: R4098
OWNER: CITY OF MIDLAND
ADDRESS: PO BOX 1152,
MIDLAND, TX 79702

PROPERTY ID: R4096
OWNER: CONLEY STAN
C
ADDRESS: PO BOX
50143, MIDLAND, TX
79710

PROPERTY ID: R215108
OWNER: MGB LEASING LLC
ADDRESS: 414 VETERANS
AIRPARK LN, MIDLAND, TX
79705

PROPERTY ID: R000209628
OWNER: OCULTO LP
ADDRESS: PO BOX 50190,
MIDLAND, TX 79710

PROPERTY ID: R216164
OWNER: NGSG
PROPERTIES LLC
ADDRESS: 508 W WALL ST,
STE 550, MIDLAND, TX 79701

PROPERTY ID: R205274
OWNER: HOLT ROBERT B
ADDRESS: 3300 N A ST,
BLD 2, STE 220, MIDLAND,
TX 79705

PROPERTY ID: R13634
OWNER: CITY OF
MIDLAND
ADDRESS: PO BOX 1152,
MIDLAND, TX 79702

PROPERTY ID: R13632
OWNER: US POSTAL
SERVICE
ADDRESS: 612 VETERANS
AIRPARK LN, MIDLAND, TX
79705

PROPERTY ID: R13627
OWNER: REOF MIDWAY
TWO LLC
ADDRESS: 19 N KING
ST, STE A, LEESBURG,
VA 20176

PROPERTY ID: R13633
OWNER: CLAYDESTA LP
ADDRESS: 6 DESTA DR,
STE 5725, MIDLAND, TX
79705

PROPERTY ID: R13635
OWNER: CRAIG
INVESTMENT CO
ADDRESS: PO BOX 50143,
MIDLAND, TX 79710

PROPERTY ID: R209565
OWNER: APACHE CORP
ADDRESS: 27709, HOUSTON, TX
77227

PROPERTY ID: R28142
OWNER: AMERICAN
LEGION
ADDRESS: PO BOX
50662, MIDLAND, TX
50662

PROPERTY ID: R13630
OWNER: KAGIN 3 CO
ADDRESS: PO BOX
53287, MIDLAND, TX
79710

PROPERTY ID: R13629
OWNER: TGAAR TOWER
LLC
ADDRESS: 1031
ANREWS HWY STE 100,
MIDLAND, TX 79710

WARNING: PLAT MAY NOT SHOW ALL CROSSINGS OF PIPELINES OR CABLES.
USE TEXAS ONE CALL SYSTEM BEFORE EXCAVATION ON PROPERTY.

WELL RADIUS

PROPOSED KNIGHT 140 MIPA UNIT H140 MX

T. & P. RR. CO. SURVEY, SECTION 14, BLOCK 39, T1S,
ABSTRACT 667, CITY OF MIDLAND,
MIDLAND COUNTY, TEXAS
WELL SECTION LINE TIES: 931' FSWL & 1,910' FNWL

- NOTES:
1. SURVEY RECONSTRUCTION FILED IN THE OFFICE OF ATWELL, LLC.
 2. ALL BEARING AND DISTANCE POINTS SHOWN ARE BASED ON THE TEXAS COORDINATE SYSTEM OF NAD 83 CENTRAL ZONE.
 3. THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY.



DRAWN	RS	DATE	03-01-23
CHECKED	DC	DATE	03-01-23
APP'D		DATE	
SCALE	1"=300'	PAGE	2 OF 4
REV#	DATE	DESC.	
01	11-2-23	REVISED SHL	
JOB NAME		WELL RADIUS	
JOB NO.		23001261	

32.14

February 13, 2024



APPLICATION FOR OIL AND GAS PERMIT

(Pursuant to Midland City Ordinance No. 8769)

I. General Information		
Date 12/01/2023	Operator Name (must match W-1) Permian Deep Rock Oil Co., LLC	Operator Address P.O. Box 11405 Midland, TX 79702
Representative Name Kyle M. Hammond	Representative Address (within Midland City Limits) 500 W. Wall St. Ste 300 Midland, TX 79701	Rep. Tele. 432-682-6685 Rep. Fax 432-684-4519
Fee: \$4,000.00 Rec'd Yes ☒ No ☐	NOTE: All attachments need to bound and put in a binder before submitting.	Pages 1-4
Permit Compliance Contact (Choose 1): Option A: 24/7 Answering Services - No. 1 (Tele.): No. 2 (Tele.): Option B: Company Compliance Representative (Name, Address, Local Telephone) (ATTACH STATEMENT AS EXHIBIT A): See Exhibit "A" Emergency Contact Representative (Name, Address, 24-Hour Tele. No.): See Exhibit "A" Other Permitted Wells in City (ATTACH EXHIBIT B [see § J(26)]): See Exhibit "B"		
II. Mineral Ownership		
Name(s) and Address(es) of Mineral Estate Lessors (under applicable lease): 1. 2. 3. ATTACHED AS EXHIBIT C is List of subdivisions See Exhibit "C"		
III. Surface Ownership & Use		
General Description of Current Surface Use (within 860 feet of proposed surface location): Office buildings, City Collection Center, undeveloped pasture See Exhibit "D" ATTACHED AS EXHIBIT D is Current Tax Roll from Midland Central Appraisal District, which lists the names and address(es) of all surface owners within 860 feet of the surface well location. [See § J(7)]		

PACKET

8215

February 13, 2024

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: Knight 140 MIPA Unit H140WX

Proposed Hole Size, Casing Program and Cementing Program (attach Exhibit as Necessary)[See § J(11) and § L(4)]:

See Exhibit "G"

Legal Description of Proposed Well Site: SHL: 1882' FNL & 959' FWL, Section 14
Block 39, T1S, T&PRR Co. Survey, Midland County, Texas

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)].

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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

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Description of water source to be used during Drilling: Water is to be piped in from our water wells, drill additional water wells or truck fresh water in. All brine water will be trucked in.

Description of all electric lines to production facilities (reference exhibits as necessary) [See § L(10)]:

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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: Applicants variances

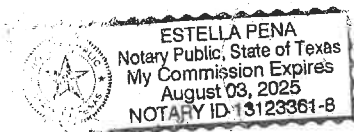
Permian Deep Rock Oil Co.
[NAME OF COMPANY]

By [Signature]
Its General Manager

State of TEXAS)

County of Midland)

, 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.

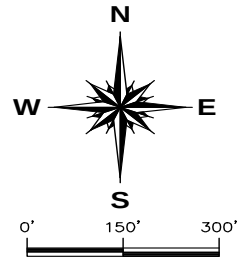


[SEAL]

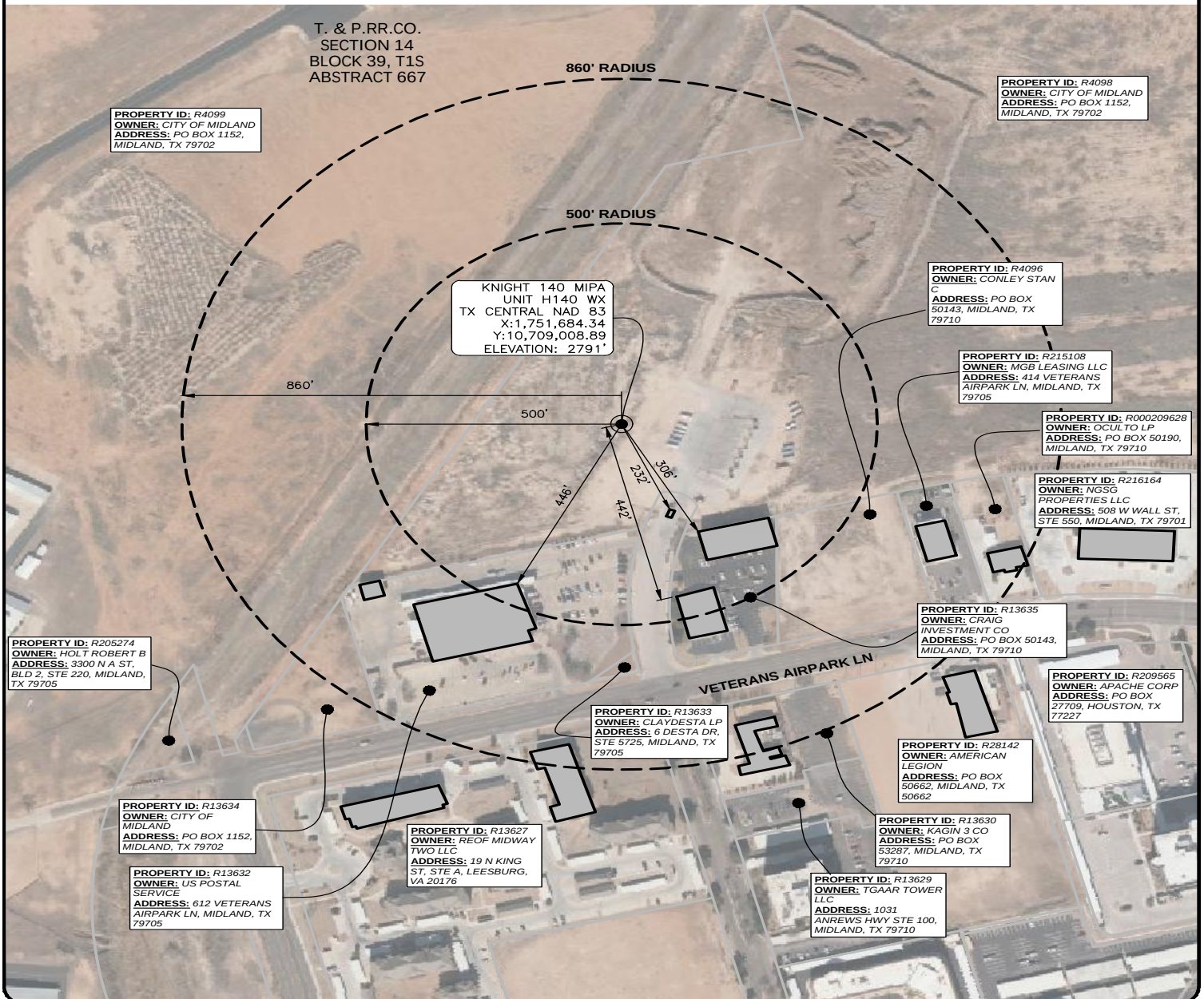
Estella Peña
Notary Public, State of Texas



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- 3.THE PROPOSED WELL LOCATION WAS SURVEYED ON 10-13-2023



	FIRE HYDRANT
	STORM DRAIN MANHOLE
	WATER VALVE

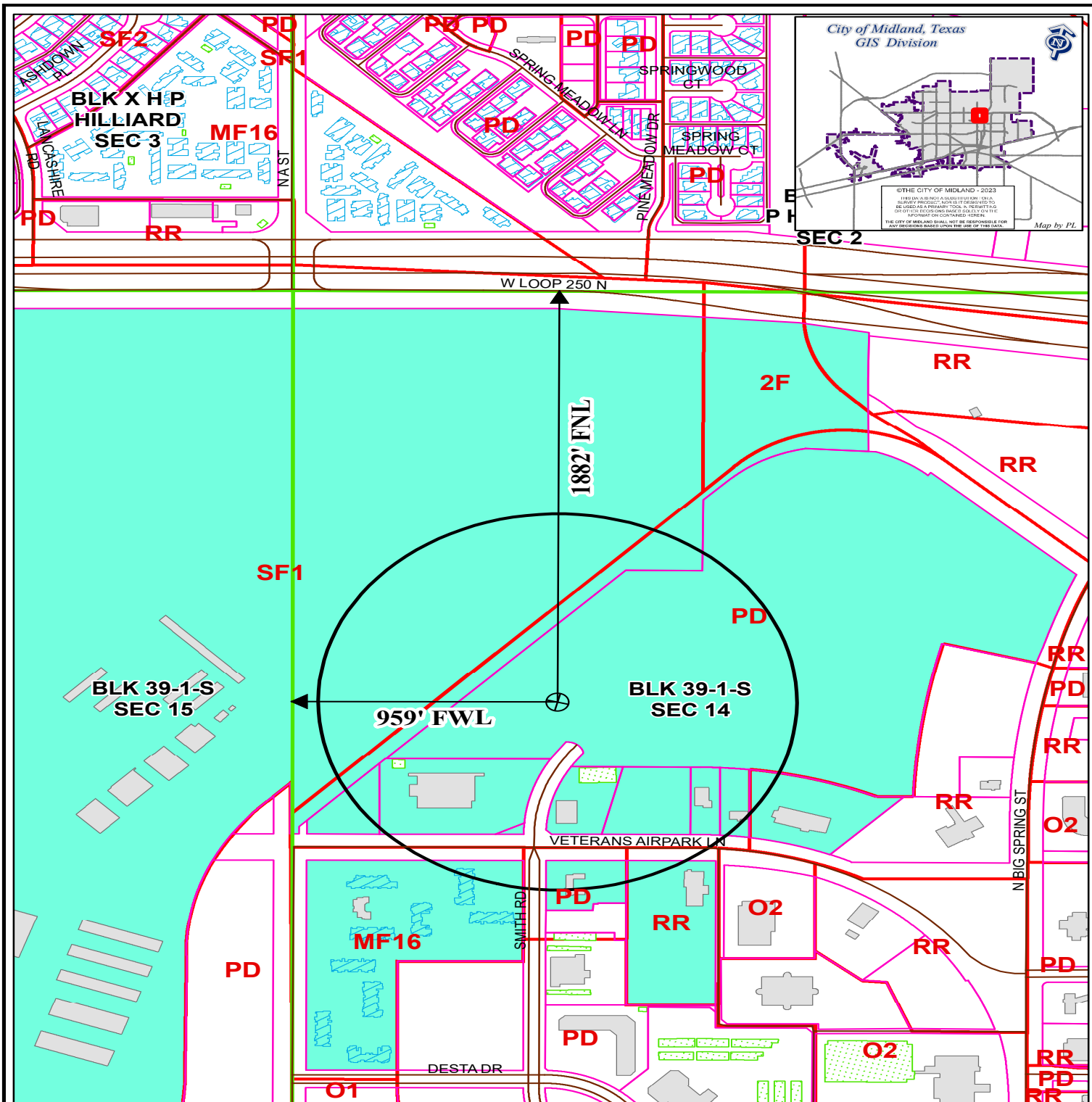


NOTES:

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3. THIS DOES NOT CONSTITUTE A BOUNDARY SURVEY.



DRAWN	RS	DATE	03-01-23
CHECKED	DC	DATE	03-01-23
APP'D		DATE	
SCALE	1"=300'	PAGE	2 OF 4
REV#	DATE	DESC.	
01	11/2/23	REVISED SHL	
JOB NAME		WELL RADIUS	
JOB NO.		23001261	



LOCATION AND ZONING MAP

Oil - 056584 - 2023

Scale: 1" = 500'

Consider a request for a Permit to drill an Oil and Gas Well within the City Limits located 1,882' FNL and 959' FWL, Section 14, Block 39, T-1-S, T&P RR CO Survey, Midland County, Texas.

Generally located 1,882 feet east of North A Street extension and 1,882 feet south of W Loop 250 N.

Knight 140 MIPA Unit H140WX

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	O1, O2	OFFICE
32.20	COUNTRY ESTATE	CU, CU-LR	COMMUNITY SERVICE
MF3	ONE-FAMILY DWELLING	C1, C2, C3	COMMERCIAL
MH	MOBILE HOME DWELLING	IP, JPI, IP2, IP3	INDUSTRIAL PARK
TH	TOWNHOUSE DWELLING	LI	LIGHT INDUSTRY
2F	TWO-FAMILY DWELLING	HI	HEAVY INDUSTRY
MF1, MF2	MULTIPLE FAMILY DWELLING		

February 13, 2024

MIDLAND COUNTY, TEXAS

T. & P. RR. CO.
SECTION 15
BLOCK 39, T1S
ABSTRACT 36

T. & P. RR. CO.
SECTION 14
BLOCK 39, T1S
ABSTRACT 667

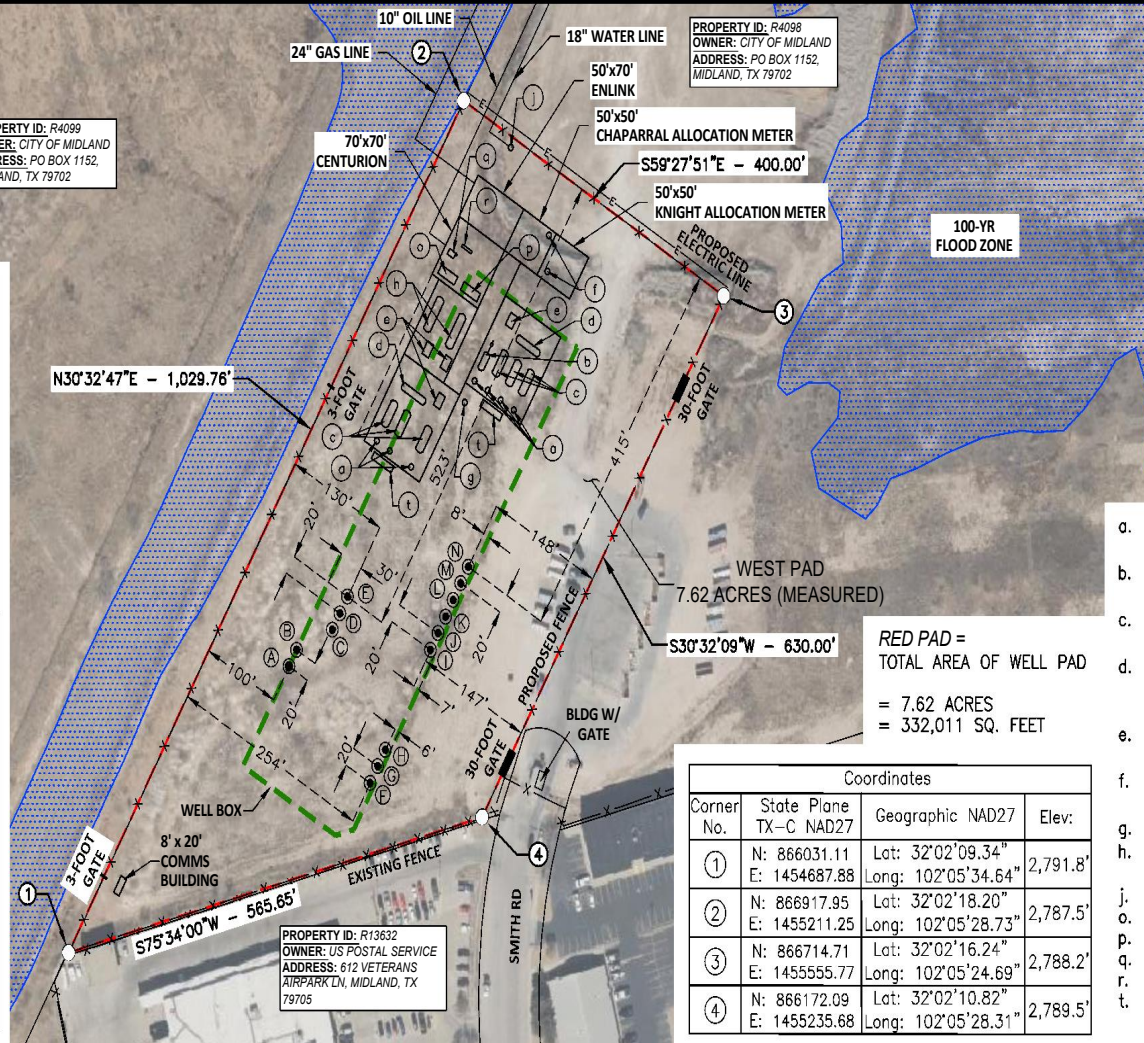
PROPERTY ID: R4099
OWNER: CITY OF MIDLAND
ADDRESS: PO BOX 1152,
MIDLAND, TX 79702

PROPERTY ID: R4098
OWNER: CITY OF MIDLAND
ADDRESS: PO BOX 1152,
MIDLAND, TX 79702



11/14/23
WILLIAM S. ABRAHAM,
REGISTERED PROFESSIONAL LAND
SURVEYOR TEXAS REGISTRATION NO. 2052

Well Information			
Well No.	State Plane TX-C NAD27	Geographic NAD27	Elev.
(A) CHAPARRAL #H110UH	N: 866329.06 E: 1454979.96	Lat: 32°02'12.33" Long: 102°05'31.31"	2,791.2'
(B) KNIGHT #H140UH	N: 866346.29 E: 1454990.13	Lat: 32°02'12.51" Long: 102°05'31.19"	2,792.5'
(C) KNIGHT 160 MIPA UNIT H160 MS	N: 866367.09 E: 1455037.33	Lat: 32°02'12.72" Long: 102°05'30.65"	2,790.6'
(D) KNIGHT 155 MIPA UNIT H155 WA	N: 866384.33 E: 1455047.49	Lat: 32°02'12.89" Long: 102°05'30.53"	2,790.5'
(E) KNIGHT 150 MIPA UNIT H150 SS	N: 866401.56 E: 1455057.64	Lat: 32°02'13.06" Long: 102°05'30.42"	2,790.4'
(F) CK MIPA ALLOC H105 WA	N: 866207.63 E: 1455087.56	Lat: 32°02'11.15" Long: 102°05'30.03"	2,790.5'
(G) KNIGHT 160 MIPA UNIT H160 LS	N: 866224.95 E: 1455097.56	Lat: 32°02'11.32" Long: 102°05'29.92"	2,790.5'
(H) KNIGHT 160 MIPA UNIT H160 WB	N: 866242.27 E: 1455107.56	Lat: 32°02'11.50" Long: 102°05'29.81"	2,790.6'
(I) KNIGHT 150 MIPA UNIT H150 LS	N: 866346.19 E: 1455167.56	Lat: 32°02'12.53" Long: 102°05'29.13"	2,790.4'
(J) KNIGHT 150 MIPA UNIT H150 WB	N: 866363.51 E: 1455177.56	Lat: 32°02'12.71" Long: 102°05'29.02"	2,790.5'
(K) KNIGHT 145 MIPA UNIT H145 WA	N: 866380.83 E: 1455187.56	Lat: 32°02'12.88" Long: 102°05'28.90"	2,790.5'
(L) KNIGHT 140 MIPA UNIT H140 MX	N: 866398.14 E: 1455197.56	Lat: 32°02'13.05" Long: 102°05'28.79"	2,791.0'
(M) KNIGHT 140 MIPA UNIT H140 LX	N: 866415.46 E: 1455207.56	Lat: 32°02'13.22" Long: 102°05'28.68"	2,791.0'
(N) KNIGHT 140 MIPA UNIT H140 WX	N: 866432.78 E: 1455217.56	Lat: 32°02'13.40" Long: 102°05'28.56"	2,791.0'



RED PAD =
TOTAL AREA OF WELL PAD
= 7.62 ACRES
= 332,011 SQ. FEET

Coordinates			
Corner No.	State Plane TX-C NAD27	Geographic NAD27	Elev.
(1)	N: 866031.11 E: 1454687.88	Lat: 32°02'09.34" Long: 102°05'34.64"	2,791.8'
(2)	N: 866917.95 E: 1455211.25	Lat: 32°02'18.20" Long: 102°05'28.73"	2,787.5'
(3)	N: 866714.71 E: 1455555.77	Lat: 32°02'16.24" Long: 102°05'24.69"	2,788.2'
(4)	N: 866172.09 E: 1455235.68	Lat: 32°02'10.82" Long: 102°05'28.31"	2,789.5'

- 6'x15' VERT. 2 PH. PRODUCTION SEPARATOR, (250 PSI)
- 8'x20' HORIZONTAL PRODUCTION SEPARATOR (TEST), (125 PSI)
- 10'x30' HORIZONTAL PRODUCTION SEPARATOR (BULK), (125 PSI)
- 8'x35' HORIZONTAL ELECTRIC OIL HEATER, (125 PSI)
- 10'x15' VAPOR RECOVERY UNIT - 4 UNITS (80 PSI)
- 6'x15' VERTICAL SCRUBBER, (250 PSI)
- 6'x12' DIA. EMERGENCY TANK
- 10'x40' HORIZONTAL OIL STABILIZER, (75 PSI)
- WATER METER
- CHAPARRAL LACT
- KNIGHT LACT
- SUMP TANK
- LAUNCHER
- WELL HEADER

EXHIBIT "G"

KNIGHT WEST PAD WELLS
SITUATED IN
T. & P. RR. CO. SURVEY, SECTION 14, BLOCK 39,
T1S, ABSTRACT 667 OF THE CITY MIDLAND,
MIDLAND COUNTY, TEXAS.

REV. 5
DRAWING NAME
EXHIBIT "G" KNIGHT WEST PAD



DRAWN	MA	DATE	03/14/23
CHECKED	LF	DATE	03/14/23
APP'D		DATE	
SCALE	1"=200'	PAGE	1 OF 2
REV#	DATE	DESC.	
3-JEP	08/09/23	CLIENT UPDATES	
4-JEP	09/15/23	REMOVE "S" ITEM	
5-EL	11/12/23	CLIENT UPDATES	
JOB NO.	19002229		



LEGEND

- PRODUCT LINE
- PAD LINE
- SURFACE HOLE LOCATION

NOTES

- ALL BEARINGS & DISTANCES SHOWN HEREON ARE GRID BASED UPON TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1927, US SURVEY FOOT, AS DERIVED FROM AN ON THE GROUND SURVEY BY PERMIAN DEEP ROCK OIL COMPANY, L.L.C. ON JULY, 2023.

February 13, 2024



City Council Meeting

Item Number: 33
Meeting Date: February 13, 2024
To: City Council / City Manager
From: Andrew Meyers, Planner
Subject: AN ORDINANCE AMENDING THE ZONING DISTRICT MAP OF THE CITY OF MIDLAND TO REZONE A 5.53-ACRE TRACT OF LAND OUT OF SECTION 36, BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND COUNTY OF MIDLAND, TEXAS, FROM AE, AGRICULTURAL ESTATE DISTRICT, TO SF-1, SINGLE-FAMILY DWELLING DISTRICT (GENERALLY LOCATED APPROXIMATELY 300 FEET NORTHEAST OF HOMELAND DRIVE, AND APPROXIMATELY 520 FEET SOUTH OF WADLEY AVENUE); CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO THOUSAND DOLLARS (\$2,000.00); AND ORDERING PUBLICATION (DISTRICT 3) (DEVELOPMENT SERVICES)

Purpose:

The applicant, Robert Graham, is requesting a Zone Change from AE, Agricultural Estate District, to SF-1, Single Family Dwelling District, for a 5.53-acre tract of land, located out of Section 36, Block 40, T-1-S, T&P RR. Co. Survey, City and County of Midland, Texas for future residential development.

Recommended City Council Action:

Approve

Fiscal Impact:

This request has no significant impact on the City's budget.

Strategic Priority:

Quality of Life and Place

Discussion:**Current Zoning:**

AE, Agricultural Estate District.

Surrounding Zoning and Land Use:

The surrounding zoning includes SF-1, Single Family Dwelling District, to the west, which is currently being developed into a subdivision. To the east is vacant land currently, but the former home to a golf course, and is zoned AE. There is one part of the area to the north that is zoned as CE and is currently vacant.

Analysis:

The subject property is zoned AE, Agricultural Estate District. Robert Graham is seeking this zone change in order to continue subdivision development. This area already has a large SF-1 zoning area. Changing this zoning would help the development of more homes in the area and will conform to existing zoning in the area.

This proposed zone change has been circulated to the respective City departments for internal review and their comments, conditions, and requirements are as follows:

Fire: (Approved)

No comments.

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, oil and gas considerations, and floodplain requirements if necessary. Code versions are subject to change depending on time of new code edition adoption in the City of Midland and date of permit application.

Engineering: (Approved)

No objections to zoning/zone change. [For Applicant's Information Only.]

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For Applicant's Information Only.]

Code Compliance: (Approved)

No Oil and Gas issues.

Transportation: (Approved)

Site drainage, utilities, driveway access, and traffic circulation may be adjusted during construction drawing review as necessary to receive building permit approval from Engineering and Traffic Operations. [For the Applicant's information only.]

No objection to zone change. [For the Applicant's information only.]

Planning: (Approved)

This request is consistent with the Tall City Tomorrow Comprehensive Plan, Chapter 3; The Tall City Tomorrow Plan designated this area as UR-L, Urban residential Low. This designation calls for any single-family zoning district.

Therefore, staff recommends approval of this zone change from AE, Agricultural Estate District, to SF-1, Single Family Dwelling District.

Condition:

- A. That the use and development of this property shall conform to the regulations of the SF-1, Single-Family Dwelling District.**

Letters of Objection:

As of February 5, 2024, staff has received no letters of objection for this request.

Attachments:

Metes and Bounds (Exhibit A)
Application
Maps

Frederick D. Out

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING DISTRICT
MAP OF THE CITY OF MIDLAND TO REZONE A
5.53-ACRE TRACT OF LAND OUT OF SECTION 36,
BLOCK 40, T-1-S, T&P RR CO. SURVEY, CITY AND
COUNTY OF MIDLAND, TEXAS, FROM AE,

WHEREAS, the City Planning and Zoning Commission and the Governing Body
of

SINGLE-FAMILY DWELLING DISTRICT

the City of Midland, in compliance with the City Charter, the City Code, and State law,
have

NORTHEAST OF HOMELAND DRIVE, AND

given the request of the property owner, and after a full
a full

AVENUE); CONTAINING A CUMULATIVE CLAUSE;

and fair hearing to all of the property owners generally and particularly to those
interested

CLAUSE; PROVIDING FOR A MAXIMUM PENALTY

persons situated in the affected area and in the vicinity thereof, the Governing Body
finds

AND ORDERING PUBLICATION

that the public health, safety and general welfare will be best served by rezoning a
NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE
5.53-acre
CITY OF MIDLAND, TEXAS:

tract of land out of Section 36, Block 40, T-1-S, T&P RR Co. Survey, City and County
of

hereby amended to rezone the Property from AE, Agricultural Estate District, to
Midland, Texas, and the definition is specifically detailed by regulations contained
Exhibit in

Single-Family Dwelling District.

the City Code of the City of Midland, Texas, shall be applicable to such "Property" terms

SE-1 PACKET

33.4

February 13, 2024

Single-Family Dwelling District, as set out hereinafter;

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

this

that covered herein; provided, however, that all prior ordinances or parts of ordinances, for any reason, held to be unconstitutional or invalid, such holding shall not

inconsistent with or in conflict with any of the provisions of this ordinance are hereby affect the validity of the remaining portions of this ordinance. The Council of the City of

expressly repealed to the extent of any such inconsistency or conflict.

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 above and foregoing ordinance was duly proposed, read in full and adopted on

with the general penalty provisions contained in Section 1-3-1 of the City Code of Midland, Texas, on motion of Council member _____, seconded by Council member _____, adopted on the _____ day of _____, A.D., 2024, and passed to second reading,

Council members voting "AYE":

Texas, which provides for a fine not exceeding two thousand dollars (\$2,000.00). on motion of Council member _____, seconded by Council member _____, adopted on the _____ day of _____, A.D., 2024, and passed to second reading,

Council members voting "NAY":

SECTION SIX. The City Secretary is hereby authorized and directed to publish

the _____ by the following vote:

_____ The above and foregoing ordinance was read in full and finally adopted following vote upon motion of Council member _____, seconded by Council member _____, adopted on the _____ day of _____, A.D., 2024, and passed to second reading,

Council member _____, adopted on the _____ day of _____, A.D., 2024, and passed to second reading,

33.5

February 13, 2024

member _____, on the _____ day of _____, A.D., 2024, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT

AND COMPLETENESS:

Elizabeth Triggs, Planning and Development
Officer

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

EXHIBIT "A"

PENNEL LAND SURVEYING, LLC

SURVEYING FIRM #10193978
2030 W. CUTHBERT, MIDLAND, TEXAS 79701

GRASSLAND ESTATES WEST, SECTION 12, TRACT 'Z' METES AND BOUNDS DESCRIPTION:

BEING a 5.53 acre tract of land situated in Section 36, Block 40, T-1-S, T. & P. RR. Co. Survey, City and County of Midland, Texas and being a portion of tract conveyed to SBC Corporation, according to Volume 1464, Page 174, Official Public Records of Midland County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at (N: 10,698,867.25, E: 1,725,958.27) a 1/2 inch iron rod with red plastic cap marked "WEST CO. MIDLAND" for the most Northeasterly corner of this tract;

THENCE S 14°32'51" E, a distance of 480.82 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO. MIDLAND", the beginning of a curve to the right;

THENCE with said curve, which has a radius of 1037.84 feet, an interior angle of 41°11'02", and a length of 745.99 feet (Chord: S 06°04'18" W, 730.04 feet) to a point on the calculated West line of said Section 36, common to the East line of said Section 35, Block 40, T-1-S, T. & P. RR. Co. Survey, to a point for the most Southerly corner of this tract;

THENCE N 14°18'27" W, with the said West line of said Section 36, common to the East line of said Section 35, a distance of 1163.58 feet to the calculated Northwest corner of said Section 36, the same being the calculated Northeast corner of said Section 35, for the most Northwesterly corner of this tract;

THENCE N 75°19'38" E, with the North line of said Section 36, a distance of 171.28 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO. MIDLAND";

THENCE N 75°27'09" E, with the North line of said Section 36, at a distance of 0.96 feet pass an iron pipe found for the Southeast corner of Section 26, common to the Southwest corner of Section 25, both in Block 40, T-1-S, T. & P. RR. Co. Survey, continuing on for a total distance of 80.94 feet to the point of beginning and containing 5.53 acres of land.



PENNEL LAND SURVEYING, LLC

SURVEYING FIRM #10193978
2030 W. CUTHBERT, MIDLAND, TEXAS 79701

GRASSLAND ESTATES WEST, SECTION 12, TRACT 'Z' METES AND BOUNDS DESCRIPTION:

BEING a 5.53 acre tract of land situated in Section 36, Block 40, T-1-S, T. & P. RR. Co. Survey, City and County of Midland, Texas and being a portion of tract conveyed to SBC Corporation, according to Volume 1464, Page 174, Official Public Records of Midland County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at (N: 10,698,867.25, E: 1,725,958.27) a 1/2 inch iron rod with red plastic cap marked "WEST CO. MIDLAND" for the most Northeasterly corner of this tract;

THENCE S 14°32'51" E, a distance of 480.82 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO. MIDLAND", the beginning of a curve to the right;

THENCE with said curve, which has a radius of 1037.84 feet, an interior angle of 41°11'02", and a length of 745.99 feet (Chord: S 06°04'18" W, 730.04 feet) to a point on the calculated West line of said Section 36, common to the East line of said Section 35, Block 40, T-1-S, T. & P. RR. Co. Survey, to a point for the most Southerly corner of this tract;

THENCE N 14°18'27" W, with the said West line of said Section 36, common to the East line of said Section 35, a distance of 1163.58 feet to the calculated Northwest corner of said Section 36, the same being the calculated Northeast corner of said Section 35, for the most Northwesterly corner of this tract;

THENCE N 75°19'38" E, with the North line of said Section 36, a distance of 171.28 feet to a 1/2 inch iron rod with red plastic cap marked "WEST CO. MIDLAND";

THENCE N 75°27'09" E, with the North line of said Section 36, at a distance of 0.96 feet pass an iron pipe found for the Southeast corner of Section 26, common to the Southwest corner of Section 25, both in Block 40, T-1-S, T. & P. RR. Co. Survey, continuing on for a total distance of 80.94 feet to the point of beginning and containing 5.53 acres of land.





**Zone Change/Planned District
Amendment/Site Plan Approval**

Project Number: _____

Case Number: _____

Applicant (if acting as Agent, see affidavit on page 2)

Printed Name: ROBERT GRAHAM

Phone (432) 697-9866

Email

Address
5908 HOMESTEAD BLVD.

City
MIDLAND

State
TX

Zip
79707-2215

Property Owner

Printed Name: GRASSLANDS IV, LTD.

Phone (432) 697-9866

Email

Address
5908 HOMESTEAD BLVD.

City
MIDLAND

State
TX

Zip
79707-2215

Representative (if different from Applicant or Property Owner)

Firm: WA CIVIL, LLC.

Printed Name: LARRY H. WALKER, PE,PMP

Phone (432) 901-2060

Email lwalker@wacivil.com

Address
223 WEST WALL ST., SUITE 226 (8th FLOOR) Midland Towers

City
MIDLAND

State
TX

Zip
79701

Street Address: Deadwood Dr., Elmwood Dr., Pearwood Dr.

Legal Description

Lot: 31-32; 1, 16-17; Block: 19, 23, 24 Subdivision: GRASSLANDS ESTATES WEST, SECTION 14
1-3, 10-12

Current Zoning: AE

Proposed Zone: SF1

(List by tracts if more than one district is requested)

Reason for Zone Change Request: _____

Changing from Agricultural Estate District (AE) to Single Family 1 (SF1) to add more lots to the subdivision.

Present Use of Property: Undeveloped land

Proposed Use of Property: Residential (SF1)

How would this zone change affect the public health, safety and welfare? _____

It will not have any adverse affect on the public health, safety, or welfare.

Describe how conditions affecting the property have changed since present zoning designation: _____

No physical conditions have changed, owner owns both pieces of property and decided to add more lots to subdivision.

Submittal and Fees

Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Site Plan
- Digital Copies of Site Plan (PDF/JPEG)

Signature (by property owner only – authorized agent must sign affidavit below)

Applicant (signature):

Date:

12/19/23

Applicant (printed): ROBERT GRAHAM

Property Owner (signature):

Date:

12/19/23

Property Owner (printed): ROBERT GRAHAM

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.

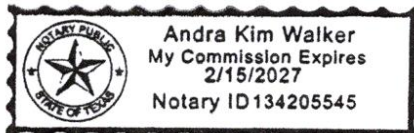
All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.

STATE OF TEXAS
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appear LARRY H. WALKER who, being by me duly sworn, upon oath says: That (s)he is the owner of GRASSLANDS IV, LTD. or authorized by ROBERT GRAHAM, 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 19 day of December, 20 23, 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 #

1525

Received By:

15 [Signature]

Date:

DEC 20 2023

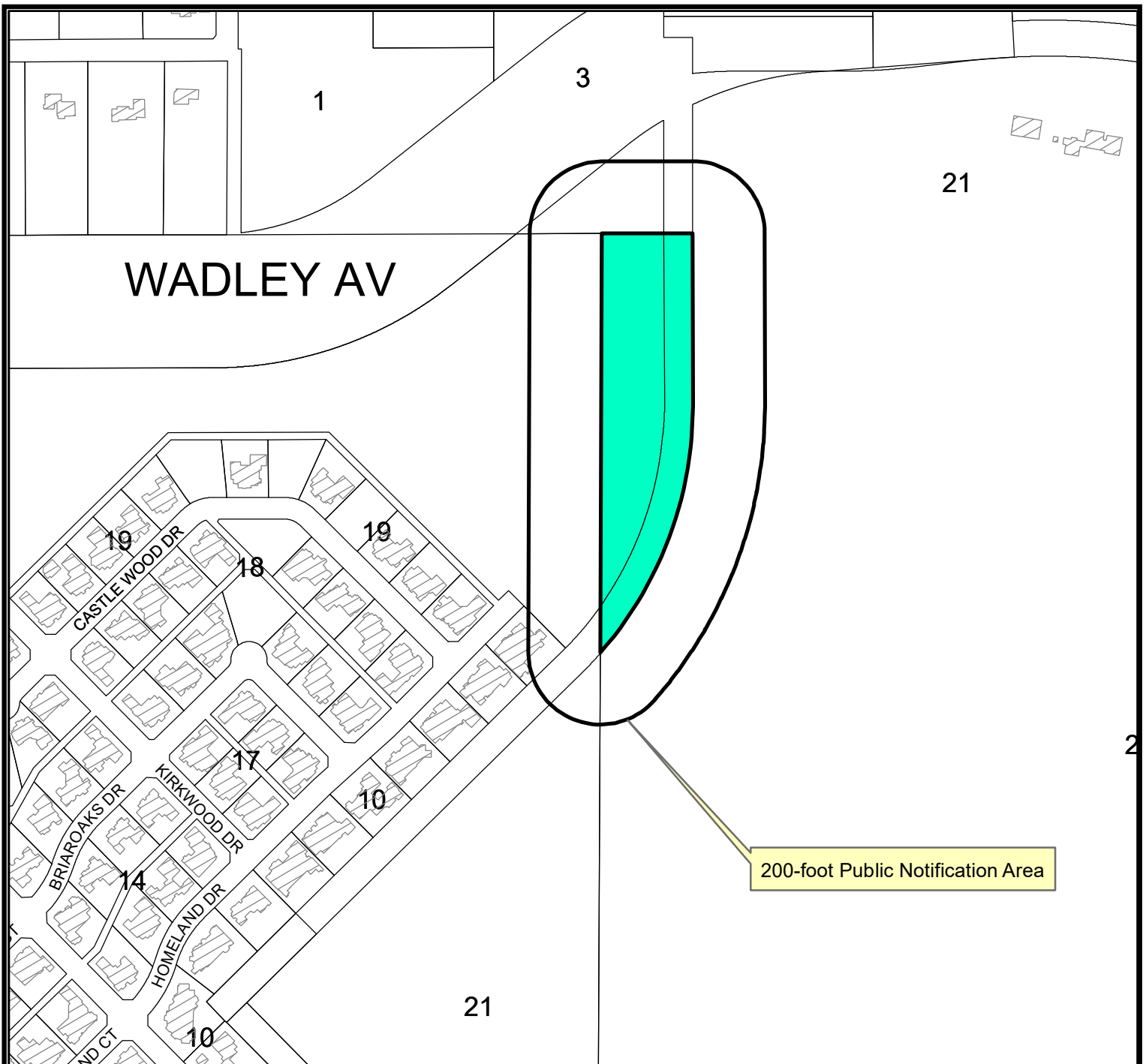
DH

PACKET

33 10

February 13, 2024

Application will not be considered for scheduling until reviewed by a planner.



LOCATION MAP

Z-23-0358

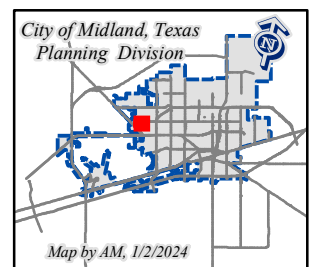
Scale: 1" = 400'

Consider a request by Robert Graham, for a zone change from AE, Agricultural Estate District, to SF-1, Single Family Dwelling District, for a 5.53-acre tract of land, located out of Section 36, Block 40, T-1-S, T&P RR. Co. Survey, City and County of Midland, Texas.

Generally located approximately 300 feet northeast of Homeland Drive, and approximately 520 feet south of Wadley Avenue. (Council District 4)

LEGEND

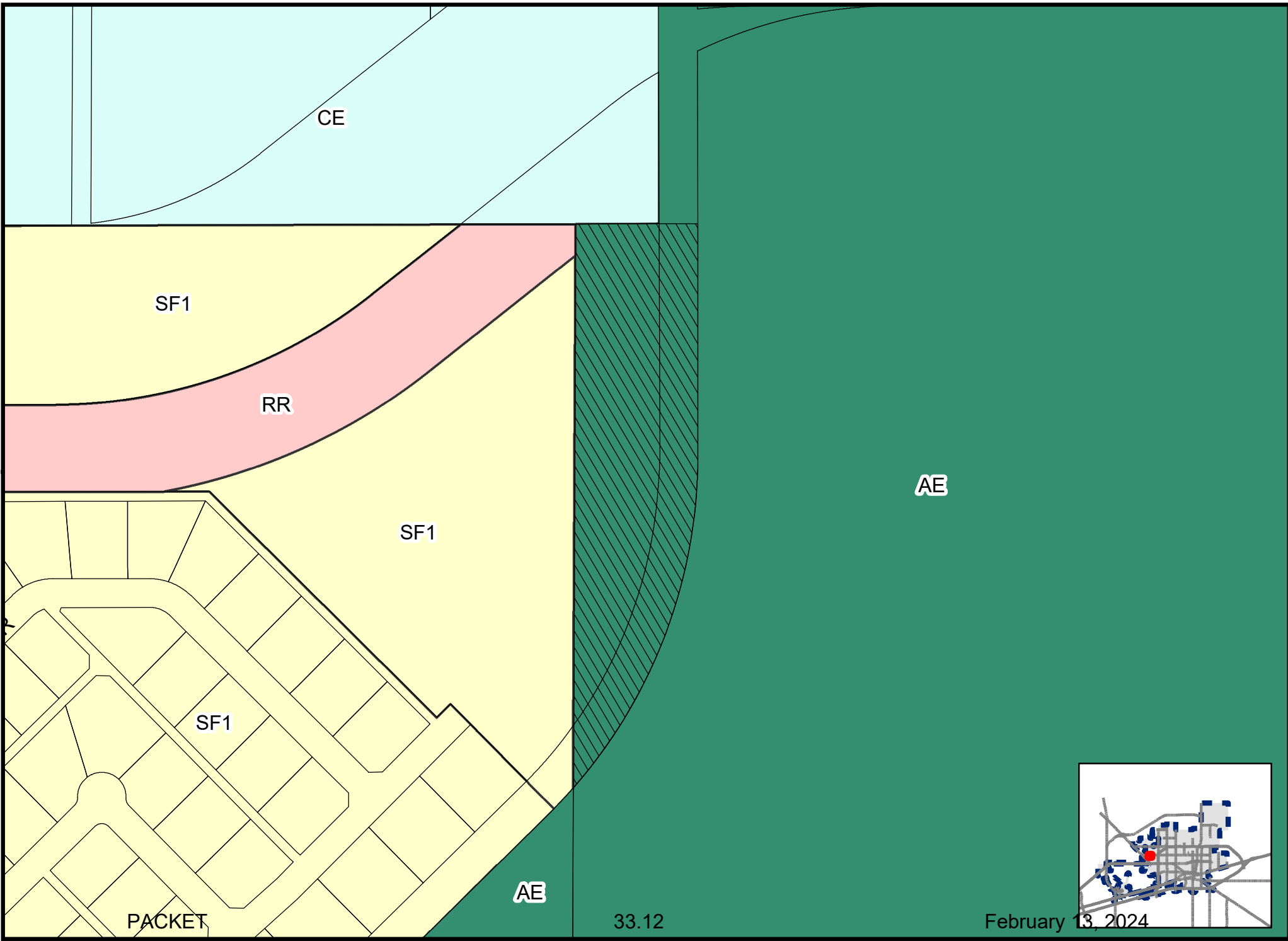
- CITY LIMITS
- PARCEL
- PRIVATE BLDGS



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February 13, 2024

THIS DATA IS NOT A SUBSTITUTION FOR A SURVEY. THE CITY OF MIDLAND NOR IS IT DESIGNED TO BE USED AS A TOOL IN PERMITTING OR OTHER DECISIONS BASED SOLELY ON THE INFORMATION CONTAINED HEREIN. THE CITY OF MIDLAND SHALL NOT BE RESPONSIBLE FOR ANY DECISIONS BASED UPON THE USE OF THIS DATA.













City Council Meeting

Item Number: 34
Meeting Date: February 13, 2024
To: City Council / City Manager
From: Christy Weakland, Director
Subject: AN ORDINANCE ADOPTING A FEE SCHEDULE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING AN APPEAL PROCESS; ESTABLISHING AN EFFECTIVE DATE OF MARCH 1, 2024; AND ORDERING PUBLICATION (DISTRICT: NONE) (FINANCE)

Purpose:

Revise an ordinance establishing regulatory and user fees collected by the City of Midland to adequately cover the costs and expenses incurred by the City in Connection with providing the services associated with said fees.

Recommended City Council Action:

Approve

Fiscal Impact:

Regulatory and user fees generate revenue designed to cover the cost of the services being provided by the City of Midland.

Strategic Priority:

Provide Sound Governance & Fiscal Management

Discussion:

Fee revisions are from two Departments:

Health Department - additions of various vaccinations that are newly available and needed by the community.

Parks and Rec - absolution of the life vest fee; adding a cleaning fee for field rentals to offset expenses incurred by the City after events.



City Manager's Office

ORDINANCE NO. _____

**AN ORDINANCE ADOPTING A FEE SCHEDULE;
CONTAINING A SAVINGS AND SEVERABILITY
CLAUSE; PROVIDING AN APPEAL PROCESS;
ESTABLISHING AN EFFECTIVE DATE OF MARCH 1,
2024; AND ORDERING PUBLICATION**

WHEREAS, the City Council finds it to be in the public interest to establish fees collected by the City of Midland in order to adequately cover the costs and expenses incurred by the City in connection with providing the services associated with said fees; and

WHEREAS, the City Manager's designees have prepared Exhibits "A" through "P", which are attached hereto and incorporated herein for all purposes, identifying said fees (collectively, the "Fee Schedule"); and

WHEREAS, the City Council of the City of Midland, Texas, finds it to be in the public interest to adopt the Fee Schedule and to establish the fees identified therein as the fees to be collected by the City of Midland, said fees being reasonably related to the costs and expenses incurred by the City in connection with providing the services associated with said fees;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIDLAND, TEXAS;

SECTION ONE. That the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct and are adopted as part of this ordinance for all purposes.

SECTION TWO. That the Fee Schedule is hereby approved and adopted. The fees identified in the Fee Schedule are hereby established as the fees to be collected by the City of Midland except for the following types of fees: a fee charged to a requestor who submits a request for information under the Texas Public Information Act; a fee assessed by the Municipal Court that is not identified in the Fee Schedule; a fee established by a contract, to the extent that the fee established by the contract conflicts with or is not identified in the Fee Schedule; a drainage charge; an impact fee; a fee prescribed by a state law, rule, or

regulation; or a fee for which a state law, rule, or regulation, or the City Charter requires a procedure to be followed to establish the fee other than the procedure that was followed to adopt the Fee Schedule.

To the extent that a fee identified in the Fee Schedule conflicts with a fee that was previously established by ordinance (including an ordinance that has been codified in the City Code), resolution, or other City of Midland instrument, this ordinance shall supersede such previous ordinance, resolution, or other instrument, and the fee identified in the Fee Schedule shall be the applicable fee.

To the extent that a fee identified in the Fee Schedule conflicts with a fee prescribed by a state law, rule, or regulation, the fee prescribed by the state law, rule, or regulation shall be the applicable fee.

To the extent that a fee identified in the Fee Schedule is a fee for which a state law, rule, or regulation, or the City Charter requires a procedure to be followed to establish the fee other than the procedure that was followed to adopt the Fee Schedule, such fee that was previously established by following the applicable procedure shall be the applicable fee.

SECTION THREE. Any person wishing to appeal the payment of a fee identified in the Fee Schedule may do so in accordance with the law, rule, regulation, or ordinance that established the procedure for appealing such fee. To the extent no such appeal procedure has been established for a fee identified in the Fee Schedule that is not a fee assessed by the Municipal Court, the following appeal procedure shall apply:

- A. Any person may appeal in writing to the City Manager, or the City Manager's designee, prior to paying the fee or after paying the fee. Any person may appeal in writing to the City Manager, or the City Manager's designee, if the person believes that he or she cannot afford the fee. The person may seek an exemption from all or part of the fee. The City Manager, or the City Manager's designee, shall make certain that the fee is not paid under duress.

If a person wishes to appeal after payment of the fee, the person shall appeal in writing to the City Manager, or the City Manager's designee, within ten (10) calendar days of paying the fee.

- B. The City shall not file criminal charges against any person related to non-payment of the fee if the fee is not paid. The City shall not file criminal charges against a person in an attempt to collect the fee.
- C. The City Manager, or the City Manager's designee, shall provide a full and meaningful review process. The City Manager, or the City Manager's designee, shall provide a fair opportunity for a person to challenge the accuracy and legal validity of his or her fee obligation. The City Manager, or the City Manager's designee, shall also provide a clear and certain remedy for any erroneous or unlawful fee collection to ensure that the opportunity to contest the fee is a meaningful one. Options that the City Manager, or the City Manager's designee, shall consider in providing a clear and certain remedy are a refund of any excess fee paid, as well as other factors, such as ensuring that a person may continue the operation of his or her business.
- D. The City Manager, or the City Manager's designee, shall make his or her decision within ten (10) days of receiving the written notice of appeal. The City Manager, or the City Manager's designee, shall ensure that a person has all rights under any applicable law. A person shall incur no financial hardship by exercising his or her right to appeal.

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. That this ordinance shall become effective on March 1, 2024.

SECTION SEVEN. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2024; 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., 2024, at a regular meeting of the City Council:

Council members voting “AYE”:

Council members voting “NAY”:

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Tommy Gonzalez, City Manager

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

Exhibit A

City Secretary



	Fee
Business Regulations	
Junk and secondhand goods license	\$25.00
Renewal of junk and secondhand good	\$10.00
Alcoholic Beverage License Fee	1/2 of State Fee
Taxicab annual operating fee (each)	\$200.00
Limo or Motorbus operating fee (each)	\$100.00

Exhibit B

Parks

	Fee
SHOWMOBILE	
Deposit	\$1,000.00
Rental Fee (minimum of 4 hours)	\$62.50/hour
Extensions	\$100.00
Show Lights	\$200.00
Deposit for Show Lights	\$500.00
PORTABLE BLEACHERS	
Deposit	\$100.00
Rental Fee (per day)	\$100.00
PORTABLE STAGE	
Deposit	\$100.00
Rental Fee	\$250.00
TRASH CANS	
Deposit	\$100.00
Rental Fee (minimum of 10 cans)	\$5.00/can/day
PARK PAVILION RENTAL	
Deposit	\$100.00
Rental Fee 9am-10pm	\$60.00
Rental Fee 9am-3pm	\$30.00
Rental Fee 4pm-10pm	\$40.00
BEAL RANCH HOUSE	
Deposit no Alcohol	\$300.00
Deposit w/Alcohol	\$500.00
Rental Fee Per Hour	\$50.00
GAZEBO RENTALS - WADLEY AND BEAL	
Deposit	\$100.00
Rental Fee 9 am- 3 pm	\$50.00
Rental Fee 4 pm-10 pm	\$50.00
Rental Fee 9 am-10 pm	\$100.00
BASEBALL/SOFTBALL FIELD RENTALS	
Artificial Turf Fields Rental Fee	\$65.00/hour
Deposit for Artificial Turf Field Rental	\$100.00
Natural Turf Field Rental Fee	\$25.00/hour
Lights	\$25.00/hour
Tournament Fee	\$25.00/team
Tournament Cleaning Fee	\$150/field
Tournament Deposit	\$100/field
Game Cleaning Fee	\$75/Field
FOOTBALL/SOCCER FIELD RENTALS	
Artificial Turf Fields Rental Fee	\$65.00/hour
Deposit for Artificial Turf Field Rental	\$100.00
Natural Turf Field Rental Fee	\$25.00/hour
Lights	\$25.00/hour
Tournament Fee	\$30/game
Tournament Cleaning Fee	\$150/field
Tournament Deposit	\$100/field

Game Cleaning Fee \$75/Field

CONCESSION RENTALS

Concession Stand Deposit \$100.00

Concession Stand Rental \$25.00/hour

ULMER SAND VOLLEYBALL COURT

Deposit \$25.00

Rental Fee \$25.00/day

WHITEHOUSE RENTAL

Deposit \$200.00

Rental Fee 10 am - 4 pm \$200.00

Rental Fee 6 pm - 12 am \$200.00

Rental Fee All Day \$400.00

Exhibit C

Recreation



	Fee
CITY POOL RATES	
Entry Fee	\$5.00
Children under 2	Free
10 Punch Card	\$20.00
25 Punch Card	\$40.00
75 Punch Card	\$80.00
Personal Cooler Admission	\$10.00
Soda	\$3.00
Water	\$2.00
Snacks	\$2.00
Swim lesson (1 week)	\$20.00
Life Jacket Rental	Free
PRIVATE RENTALS	
DEPOSIT	\$150.00
RENTAL FEE (2 hours)	\$850.00
POOL PAVILION RENTALS	
(Doug Russell Only)	
DEPOSIT	\$100.00
RENTAL FEE	\$100/session
MARTIN LUTHER KING RECREATION CENTER	
	per hour
Activity Room	
During Operation	\$25.00
After Hours	\$35.00
Deposit	\$100.00
Activity Rm/with Gameroom	per hour
During Operation	\$50.00
After Hours	\$70.00
Deposit	\$300.00
Auditorium	per hour
During Operation	\$50.00
After Hours	\$75.00
Deposit No Alcohol	\$500.00
Deposit Alcohol	\$750.00
Gymnasium	per hour
During Operation	\$40.00
After Hours	\$60.00
Deposit	\$200.00
MLK Volleyball Net Setup Fee	\$15.00

Exhibit C

Recreation



	Fee
Training Room	per hour
Sporting Events ONLY	
During Operation	\$50.00
After Hours	\$75.00
Deposit	\$1,000.00
Daily Entrance Fee	\$1.00
Monthly Membership	\$15.00
MOVIE SCREEN	
Deposit	\$1,000.00
Fee (Maximum 4 hours)	\$500.00

Exhibit D

Health and Senior Services

	Fee
Environmental Section	
Mobile Food Vendor	
Mobile Food Vendor	\$175.00
Mobile Food (Seasonal)	\$105.00
Temporary Permit	\$70.00
Late Fee (When not paid by specified date)	25% of Permit Fee
Food Services Establishments	
1 thru 5 employees	\$150.00
6 thru 10 employees	\$200.00
11 or more employees	\$250.00
Deli/Meat Market/Bakery	\$75.00
Farmers Market	\$50.00
Late Fee (When not paid by specified date)	25% of Permit Fee
Retail Food Store	
1 thru 5 employees	\$150.00
6 thru 10 employees	\$200.00
11 or more employees	\$250.00
Temporary Permit	\$70.00
Late Fee (When not paid by specified date)	25% of Permit Fee
Child Care Programs	
Day Care	\$100.00
Foster Care	\$50.00
Child Care Program for after School	\$50.00
Late Fee (When not paid by specified date)	25% of Permit Fee
Swimming Pool, Spa, or Water Feature Permit	
Swimming Pool or Spa Permit	\$100.00
Water Feature Permit	\$100.00
Non-Profit Yearly	\$30.00
Non-Profit Temporary	\$30.00
Re-inspection (When Establishment is shut down)	\$75.00
Late Fee (When not paid by specified date)	25% of Permit Fee
Septic System Inspections	
Septic System Residential	\$150.00
Septic System Commercial	\$210.00
Septic re-inspection (When fails initial inspection)	\$50.00
Late Fee (When not paid by specified date)	25% of Permit Fee
Late Fee (When not paid by specified date)	25% of Permit Fee

Exhibit D

Health and Senior Services

	Fee
Clinical Section	
Health Department Services	
DTaP	\$45.00
Kinrix (DTaP & Polio)	\$60.00
Pentacel (DTaP & Polio & Flu Type B)	\$115.00
IPV (Polio)	\$50.00
Pedi HEP A	\$40.00
Pedi HEP B	\$35.00
HIB (Flu Type B)	\$25.00
Vaxelis (DTaP, HIB, Polio & HEB B)	\$150.00
Rototeg/Rotarix (Rotavirus)	\$140.00
Proquad (MMR & Varicella)	\$265.00
PCV 13 (Pneumococcal Conjugate)	\$260.00
PPSV23 (Pneumococcal Conjugate)	\$125.00
MMR	\$90.00
Varicella	\$165.00
TD (Tetanus & Diphtheria)	\$45.00
TDAP (Tetanus Diphtheria and Pertussis)	\$60.00
HPV 9	\$270.00
MCV4 (Meningitis)	\$150.00
Menquadfi (Meningitis)	\$200.00
Trumenba (Meningococcal Group B)	\$180.00
Bexsero (Meningococcal Group B)	\$200.00
Adult Hep A	\$80.00
Adult Hep B	\$65.00
Hepisav-Adult Hep B	\$125.00
Abrysvo- Adult RSV	\$300.00
Beyfortus- Infant RSV	\$500.00
RabAvert (Rabies)	\$500.00
Imovax (Rabies)	\$395.00
Pfizer- Infant (COVID-19)	\$65.00
Pfizer- Adolescent (COVID-19)	\$90.00
Pfizer- Adult (COVID-19)	\$130.00
Moderna- Adult (COVID-19)	\$145.00
Shingrix (Shingles)	\$185.00
Infant flu	\$25.00
Flu	\$30.00
High Dose Flu	\$65.00
Flublok	\$65.00
Yellow Fever	\$130.00
STD Testing	\$15.00
HIV Testing	\$15.00
STD Clinic Treatment	\$15.00
PACKET	34.14
	February 13, 2024

Exhibit D

Health and Senior Services

	Fee
Pregnancy Test-Urine	\$15.00
Pregnancy Test - Blood	\$15.00
TB Test	\$15.00
TB Clinic	\$15.00
Insured	\$60.00
TVFC 1=\$10, 2=\$20, >or= 3 = \$30	
Fees In Red- Indicates the fee is not listed or different than stated in code.	
Refugee	\$0.00
Medicaid/CHIP	\$13.75
Medicare Flu or Pneumonia	\$60.00

Exhibit E

Animal Services

	Fee
Adoption Fees	
Adoption Fees (includes micro chipping)	\$50 for Cats; \$75 for Dogs
Ducks, Rabbits, Other	\$5.00
Rescue Fee (rabies, microchip, license)	\$32.00
Humane Coalition Transfer Fee (with micro chipping) Range \$17 to \$25	\$25.00
Animal Service Discount	\$6.73
Vaccines and Medical Fees	
Rabies (\$10 special event and \$20 reg)	\$10.00 or \$20.00
Rabies and Booster (\$15 special event)	\$15.00
Impoundment Fees	
Impoundment - 1st Offense (altered)	\$25.00
Impoundment - 1st Offense (unaltered)	\$50.00
Impoundment - 2nd Offense (altered)	\$50.00
Impoundment - 2nd Offense (unaltered)	\$75.00
Impoundment - 3rd+ Offense (altered)	\$75.00
Impoundment - 3rd+ Offense (unaltered)	\$100.00
Livestock Impoundment	\$100.00
Boarding & Quarantine	
Boarding (per day)	\$8.00
Quarantine Fees (minimum of 10 days)	\$10.00/day
Home Quarantine Fees (minimum of 10 days)	\$5.00/day
Pick-up Fees	
Pickup Fee - Owner release	\$15.00
Pickup Fee -Owner release (additional animals)	\$5.00/each
Pickup Fee - Deceased	\$15.00
Pickup Fee - Dead Small Livestock	\$75.00
Pickup Fee- Deceased Livestock	\$150.00
Transfer to Vet Fee	\$15.00
Miscellaneous Fees	
Drop off Fee - Owner release	\$10.00
Rabies Specimen Shipping	\$75.00
Wild Animal Permit	\$25.00
Dangerous Dog Yearly Registration	\$50.00
Off Leash Training Permit	\$5.00
Microchipping	
Microchips	\$8.00
Pet Services	
Flea/Tick Preventative	\$15.00
Euthanasia	
Euthanasia	\$15.00
Pet Licenses	
Pet License (yearly)	\$7.00
Pet License (replacement)	\$1.00
Pigeons	
Loft Permit for Pigeons	\$3.00
Renewal of Loft Permit	\$2.00

Exhibit F

Golf Course



	Fee
Green Fee - Weekday	\$21.25
Green Fee - Weekdays after 4:00	\$12.25
Green Fee - Weekend	\$26.25
Green Fee - Weekend after 4:00	\$16.00
Weekend AM - 9 Holes	\$15.00
Green Fee - Senior	\$16.25
Green Fee - Junior	\$9.50
Cart Fee (90%)	\$13.75

Exhibit G

Planning

	Fee
Preliminary Plat Application	
Sketch Plan Application (1st review)	\$225.00
Sketch Plan Application (2nd review)	\$100.00
Preliminary Plat Application (up to 50 acres)	\$350.00
Preliminary Plat Application (over 50 acres)	\$500.00
Final Plat Application	
Standard Plat or Residential Up to 50 acres	\$350.00
Standard Plat or Residential over 50 acres Max	\$500.00
Administrative Plat	\$250.00
Digital File Conversion Fee	\$50.00
Recording Fees- Plats up to 18"x24"	\$61.00
Recording Fees- Plats over 18"x24"	\$81.00
Related Documents	\$26.00
Replat	
Replat with Public Hearing	\$250.00
Replat without Public Hearing	\$250.00
Annexation/Zone Change Application	
Standard Zone Change	\$500.00
Planned District Zone Change	\$650.00
Multiple PD Proposal Basic	\$550.00
Multiple PD Proposal Per Additional District	\$100.00
Additional PD Regulations	\$75.00
Site Plan in PDF Format for City Council	\$50.00
Application Fee	\$500.00
Zoning Board of Appeal Fee	\$600.00
Special Exception Application Fee	\$500.00
Oil and Gas	
Application for Oil and Gas Permit	\$4,000.00
Credit Access Businesses	
Application Fee	\$50.00
Specific Use Permit (SUP) / Specific Use Designation (SUD)	
Application for SUP/SUD with Term for Alcoholic Beverage	\$300.00
Application for General SUP/SUD	\$400.00
Renewal SUP/SUD	\$75.00
Temporary Mobile Home	
Special Temporary Permit for Manufactured Home App (Based on Genuine Hardship Condition)	\$50.00
Special Temporary Permit for Manufactured Home App (For Occupancy by a Caretaker, Manager, or Guard)	\$100.00

Exhibit G

Planning

	Fee
Temporary Land Use	
Application Fee	\$300.00
For each additional event date	\$25.00
Clean-Up Deposit	\$500.00
Damage Deposit	\$500.00
Outside sale of dogs	\$20.00
Site Plan Review	
Single PD Amendment	\$550.00
Multiple PD Amendment	\$650.00
Dedications	
Review Fee	\$400.00
Vacation	
Application Fee	\$400.00
Creation of a Building Site	
Application Fee	\$400.00
Master Sign Plan	
Application Fee	\$300.00
Traffic Impact	
Traffic Impact (Staff Study)	\$350.00
Traffic Impact (Review of Submittal)	\$600.00
Portable Storage Containers	
Freight or Portable storage cont.- permit fee	\$125.00
Each add'l on same property	\$25.00
90- day permit fee for storage container	\$150.00
Each add'l container	\$25.00
45- day permit fee for storage container	\$125.00
Each add'l container	\$25.00
30 day permit fee for storage container	\$75.00
Certificate of occupancy and compliance	
Certificate of occupancy and compliance	\$10.00

Exhibit H

Code Enforcement

	Fee
Building Permits	
Construction Permit Fee	31.5 cents per square foot
Sidewalk/ROW Residential (No building permit)	\$50.00
Sidewalk/ROW Commercial (No building permit)	\$200.00
Street Improvement Fee	23 cents per square foot
Fence Fee	\$50.00
Manufactured Home	\$200.00
Manufactured Home Skirting Deposit	\$100.00
Moving Fee	\$200.00
Non-Profit Residential	\$150.00
Temporary Structure	\$100.00
Detached Assessory (120Sq.ft or less)	\$50.00
Detached Assessory (120Sq.ft to 200 sq.ft.)	\$100.00
Demolition Permits	
Commercial Demo Fee - Building	\$500.00
Commerical Demo Fee - Interior	\$100.00
Residential or Accessory Bldg	\$50.00
Temporary Sign Permits	
Permanent Sign Permits	\$50.00
Temporary sign annual permit fee	\$50.00
Failure to remove sign- hauling fee	\$50.00
Failure to remove sign- daily storage fee	\$10.00
Oil & Gas Drilling Permits	
Amendment Fee	\$1,000.00
Certification Fee & Inspection	\$300.00
Oil & Gas Application Fee	\$4,000.00
Well Tranfer Fee	\$500.00
*TX State HB-40 recognizes Ordinance 8769 including fees and may not be amended	
Mobile Home Park Licenses	
Mobile Home Park Licenses	\$25.00 plus \$1 ea/addl
Certificate of Occupancy	
Certificate of Occupancy	\$50.00
Lot Deposits	
Clearing Deposits (Floor & Foundation) Commercial	\$2,000.00
Clearing Deposits (Floor & Foundation) Residential	\$600.00
Clearing Deposits (Rubbish, Litter, Lot)	\$200.00
Clearing Deposit (Accessory Bldg, Debris, Material)	\$200.00

Exhibit H

Code Enforcement

	Fee
Lot Clearing	
Administrative Fee	\$100.00
Tree Removal	\$70.00
Debris Charge	\$110 per ton
Mow Vacant Lot	\$0.05 per sq. yd.
Mow Lot with Structure	\$0.055 per sq. yd.
Mow Acreage	\$70 per acre
Mowing Fee	\$0.10 per sq. yd.
Special Project	\$165.00
Minimum Lot Charge	\$45.00
Tires	Reimbursemt+\$2.00/tire
Electrical Fees	
Minimum Fee	\$50.00
Temporary Service	\$50.00
Temporary Construction Pole	\$50.00
Parking Lot Wiring	\$50.00
Building Wiring	\$0.05 per sq.ft
Service Change	\$50.00
Sign Electrical Fee	\$50.00
Electrical Fixture Fee (for first, \$1.00 each after)	\$15.00
Mobile Home Rewiring (\$5 for each add'l)	\$50.00
Clearance for Elec Connect/Disconnect Residential	\$50.00
Reinspection (Red Tag)	\$50.00
Mechanical Fees (when not part of bldg.permit)	
Minimum Fee	\$50.00
Inspection for Heating, AC,Venting,Ductwork,Fridge (\$5 for each add'l inspection)	\$50.00
Fire Extinguishing Permit	\$50.00
Boiler Inspections (33K to 1165 BTU)	\$50.00
Boiler Inspections (1165K to 3300 BTU)	\$50.00
Boiler Inspections (over 3300 BTU)	\$50.00
Reinspection (Red Tag)	\$50.00
Gas Fees (when not part of bldg.permit)	
Minimum Fee	\$50.00
Floor Furnace, Boiler	\$50.00
Vented Recessed Heater	\$50.00
Gas line service	\$50.00
Vented Appliance (\$10 each add'l)	\$50.00
Temporary Connection	\$50.00
Reinspection (Red Tag)	\$50.00

Exhibit H

Code Enforcement

	Fee
Plumbing Fees (when not part of bldg.permit)	
Minimum Fee	\$50.00
Furnace, unit or wall heater (\$10 each add'l)	\$50.00
Water heater (\$10 each add'l)	\$50.00
Water softener	\$50.00
Lawn Sprinkler	\$50.00
Water Line Service	\$50.00
Sewer Line Service	\$50.00
Replumb Bldg	\$0.05 Sq. Ft.
Fire Sprinkler	\$0.05 Sq. Ft.
Backflow Assembly Device (\$10 each add'l)	\$50.00
Reinspection (Red Tag)	\$30.00
Vendor Permit	
Vendor Permit	\$100.00
Water Well Fee	
Drill new well	\$50.00
Reinspection Fee	
Reinspection (All Permits)	\$100.00
Application to Board of Appeals	
Application	\$200.00
Public Ways and Property	
House moving permit fee	\$25.00
Network Nodes-5 in same application	\$500.00
Each additional node in application	\$250.00
Node Support Pole Application	\$1,000.00
Fee to attach network node to public ROW pole	\$20.00

Exhibit I

Engineering



	Fee
Traffic	
Street Name and Traffic Control Sign Fee	\$500/intersection
Right of Way Use Permit Fee	\$350.00

Exhibit J

Water & Sewer Fees

	Fee (as of July 1, 2020)
Water Rates Inside City:	
Base Rate for All Except Apartments for First 2,000 gallons	\$21.61
Base Rate for Apartments per Unit for first 2,000 gallons per Unit	\$17.60
Rate per 1,000 gallons over base of 2,000 up to 10,000	\$6.11
Rate per 1,000 gallons from 10,001 up to 25,000	\$8.03
Rate per 1,000 gallons from 25,001 up to 50,000	\$10.80
Irrigation)	\$13.50
Sewer Rates Inside City:	
All Customers Base Rate (First 2,000 gallons)	\$21.79
All Customers Rate per 1,000 after Base Rate	\$0.88
Water Rates Outside City:	
Base Rate for All Except Apartments for First 2,000 gallons	\$32.42
Base Rate for Apartments per Unit for first 2,000 gallons per Unit	\$26.40
Rate per 1,000 gallons over base of 2,000 up to 10,000	\$9.17
Rate per 1,000 gallons from 10,001 up to 25,000	\$12.05
Rate per 1,000 gallons from 25,001 up to 50,000	\$16.20
Irrigation)	\$20.25
Sewer Rates Outside City:	
Residential Base Rate (First 2,000 gallons)	\$32.69
Residential Rate per 1,000 after Base Rate	\$1.32
Miscellaneous:	
Septage waste hauler discharges and fees (per gallon)	\$0.30

Exhibit K

Customer Service/Utility Billing

	Fee
Account Billing	
Residential Utility Deposit	\$75.00
Re-read of Water Meter (2nd time)	\$25.00
Test of Water Meter (2nd time)	\$25.00
Non-sufficient fund check	\$30.00
Reconnect-Disconnect fee	\$30.00
Application Fee	\$20.00
Transfer Fee	\$20.00
Tampering/Straight Fee (1st time)	\$200.00
Tampering/Straight Fee (2nd time)	\$300.00
Water Meters & Tap Fees	
3/4" water meter-with existing meter box	\$40.00
1" water meter-with existing meter box	\$100.00
1" water meter tap (no paving cut or meter installation)	\$390.00
1" service charge for tap and meter with meter box	\$425.00
2" water meter- with existing meter box	\$240.00
2" water meter tap (no paving cut or meter installation)	\$564.00
2" service charge for tap and meter with meter box	\$710.00
3" water meter	\$375.00
4" water meter	\$375.00
4" sewer tap	\$350.00
6" sewer tap	\$400.00
Replacement sewer tap (per line)	\$300.00
Fee to abandon line for replacement	\$150.00
Paving cut/Boring & Casing Fee	\$400.00
Fire hydrant meter setting or moving	\$200.00
Fire Hydrant meter deposit setting	\$2,400.00
Drinking Water Testing- Total Coliform (Presence or absence)	\$18.00
Non-Potable H2O testing- Total Coliform & E.Coli (MPN)	\$25.00
Non-Potable H2O testing- Total Coliform & Fecal Coliform (MPN)	\$25.00
Move a service line no more than 5 feet	\$150.00

Exhibit L

Sanitation Fees

Inside City Limits				
# of Containers	Number of pickups per week			
	2X	3X	4X	5X
Residential				
0.25	\$21.00			
0.5	\$42.00			
0.75	\$63.00			
1	\$84.00			
Commercial				
0.25	\$30.00	\$45.00	\$60.00	\$75.00
0.5	\$60.00	\$90.00	\$120.00	\$150.00
0.75	\$90.00	\$135.00	\$180.00	\$225.00
1	\$120.00	\$180.00	\$240.00	\$300.00
2	\$228.00	\$342.00	\$456.00	\$570.00
3	\$336.00	\$504.00	\$672.00	\$840.00
4	\$444.00	\$666.00	\$888.00	\$1,110.00
5	\$552.00	\$828.00	\$1,104.00	\$1,380.00
6	\$660.00	\$990.00	\$1,320.00	\$1,650.00
7	\$768.00	\$1,152.00	\$1,536.00	\$1,920.00
8	\$876.00	\$1,314.00	\$1,752.00	\$2,190.00
9	\$984.00	\$1,476.00	\$1,968.00	\$2,460.00
10	\$1,092.00	\$1,638.00	\$2,184.00	\$2,730.00
11	\$1,200.00	\$1,800.00	\$2,400.00	\$3,000.00
12	\$1,308.00	\$1,962.00	\$2,616.00	\$3,270.00
13	\$1,416.00	\$2,124.00	\$2,832.00	\$3,540.00
14	\$1,524.00	\$2,286.00	\$3,048.00	\$3,810.00
15	\$1,632.00	\$2,448.00	\$3,264.00	\$4,080.00
16	\$1,740.00	\$2,610.00	\$3,480.00	\$4,350.00
17	\$1,848.00	\$2,772.00	\$3,696.00	\$4,620.00
18	\$1,956.00	\$2,934.00	\$3,912.00	\$4,890.00
19	\$2,064.00	\$3,096.00	\$4,128.00	\$5,160.00
20	\$2,172.00	\$3,258.00	\$4,344.00	\$5,430.00
21	\$2,280.00	\$3,420.00	\$4,560.00	\$5,700.00
22	\$2,388.00	\$3,582.00	\$4,776.00	\$5,970.00
23	\$2,496.00	\$3,744.00	\$4,992.00	\$6,240.00
24	\$2,604.00	\$3,906.00	\$5,208.00	\$6,510.00
25	\$2,712.00	\$4,068.00	\$5,424.00	\$6,780.00
Per Month				
Recycling fee	\$0.50			
Litter Abatement Fee	\$1.00			
PACKET	34.26			

February 13, 2024

Exhibit L

Sanitation Fees

Outside City Limits - Sanitation Fees

# of Containers	Number of pickups per week			
	2X	3X	4X	5X
Residential				
0.25	\$31.50			
0.5	\$63.00			
0.75	\$94.50			
1	\$126.00			
Commercial				
0.25	\$45.00	\$67.50	\$90.00	\$112.50
0.5	\$90.00	\$135.00	\$180.00	\$225.00
0.75	\$135.00	\$202.50	\$270.00	\$337.50
1	\$180.00	\$270.00	\$360.00	\$450.00
2	\$342.00	\$513.00	\$684.00	\$855.00
3	\$504.00	\$756.00	\$1,008.00	\$1,260.00
4	\$666.00	\$999.00	\$1,332.00	\$1,665.00
5	\$828.00	\$1,242.00	\$1,656.00	\$2,070.00
6	\$990.00	\$1,485.00	\$1,980.00	\$2,475.00
7	\$1,152.00	\$1,728.00	\$2,304.00	\$2,880.00
8	\$1,314.00	\$1,971.00	\$2,628.00	\$3,285.00
9	\$1,476.00	\$2,214.00	\$2,952.00	\$3,690.00
10	\$1,638.00	\$2,457.00	\$3,276.00	\$4,095.00
11	\$1,800.00	\$2,700.00	\$3,600.00	\$4,500.00
12	\$1,962.00	\$2,943.00	\$3,924.00	\$4,905.00
13	\$2,124.00	\$3,186.00	\$4,248.00	\$5,310.00
14	\$2,286.00	\$3,429.00	\$4,572.00	\$5,715.00
15	\$2,448.00	\$3,672.00	\$4,896.00	\$6,120.00
16	\$2,610.00	\$3,915.00	\$5,220.00	\$6,525.00
17	\$2,772.00	\$4,158.00	\$5,544.00	\$6,930.00
18	\$2,934.00	\$4,401.00	\$5,868.00	\$7,335.00
19	\$3,096.00	\$4,644.00	\$6,192.00	\$7,740.00
20	\$3,258.00	\$4,887.00	\$6,516.00	\$8,145.00
21	\$3,420.00	\$5,130.00	\$6,840.00	\$8,550.00
22	\$3,582.00	\$5,373.00	\$7,164.00	\$8,955.00
23	\$3,744.00	\$5,616.00	\$7,488.00	\$9,360.00
24	\$3,906.00	\$5,859.00	\$7,812.00	\$9,765.00
25	\$4,068.00	\$6,102.00	\$8,136.00	\$10,170.00

Exhibit L

Sanitation Fees

Open Top/Compactor Fees

One-time set up fee (Delivery fee)	\$37.00 + Tax
Daily Rental	\$8.00 + Tax
Haul Charge	\$186.00 + Tax
	\$46.00 per ton
Per Ton Disposal Fee (Landfill Charge)	

Removal of Garbage by Other Entity

Garbage Hauler's Permit	\$500.00
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Landfill- Dumping and Unloading Charges

Landfill Access Fee-	\$25.00
Unlimited Landfill Access Fee-year	\$500.00
Minimum Fee under 1 Ton	\$23.00
Per ton Disposal Fee	\$46.00
Materials not contained	\$15.00
Pull off Fee	\$75.00

Special Waste/Minor or TDH permit

Special Waste Fee- Per Ton	\$92.00
Minimum Fee under 1 Ton	\$46.00

Exhibit M

Airport

	Fee
Landing Fees (per 1000 pounds of gross landing weight)	\$0.70
Air carrier fees (per 1000 pounds of gross landing weight)	\$0.70
Public Aircraft parking – locally based aircraft (month)	\$25.00
Public Aircraft parking – transient aircraft (day)	\$1.50
Customer Facility Charge - vehicle rentals (per transaction day)	\$3.00
Public Parking – CI (Covered)	
0-30 minutes	Free
31-60 minutes	\$3.00
Every additional hour	\$2.00
Maximum per 24-hour period	\$16.00
Public Parking – P1 & P3 (Close-In)	
0-30 minutes	Free
31-60 minutes	\$2.00
Every additional hour	\$1.00
Maximum per 24-hour period	\$13.00
Public Parking – P2 & P4 (Economy)	
0-30 minutes	Free
31-60 minutes	\$2.00
Every additional hour	\$1.00
Maximum per 24-hour period	\$10.00
Public Parking – C2 (Remote Covered)	
0-30 minutes	Free
31-60 minutes	\$2.00
Every additional hour	\$1.00
Maximum per 24-hour period	\$12.00
Public Parking – P5 (Remote Economy)	
0-30 minutes	Free
31-60 minutes	\$2.00
Every additional hour	\$1.00
Maximum per 24-hour period	\$8.00
Ground Transportation Permits -per month, per vehicle	
Taxicab	\$25.00
Buses	\$25.00
Courtesy vehicles for off-airport hotel	\$25.00
Courtesy vehicles for off-airport car rental (plus 10% airport revenue)	\$25.00
Courtesy vehicles for off-airport parking lot (plus 10% airport revenue)	\$25.00

Exhibit M

Airport

	Fee
Employee Parking	
Annual Employee Parking media (prorated monthly)	\$40.00

Special assessments

1. Should any person upon driving a vehicle from the paid parking areas of the airport not be able to present an officially issued ticket indicating where that person's vehicle was parked and at what time, then the charge assessed for the parking of that vehicle shall be at least \$12.00. In addition to that fee, there shall also be a fee assessed for the parking of that vehicle equal to the amount of the daily rate, times number of days, for the area in which that vehicle was parked as is indicated by the daily lot inventory taken by the airport administration.
2. Whenever a person or an entity shall pay for the parking fees assessed by this Section with a check or draft, and that check or draft is dishonored, then there shall be an additional \$25.00 assessed against that person or entity.

Exhibit N

Sports Complex

	Fee
Football/Soccer Stadium	
<i>Sporting Events</i>	
Half Stadium Rental	\$1,500.00/day
Whole Stadium Rental	\$3,000.00/day
All Inclusive Football Game Package	\$10,000.00/game
<i>This package includes a whole stadium rental, cleaning, lighting, game officials and staff, operators, security, EMS, and UIL fees, if necessary.</i>	
<i>Non-Sporting Events</i>	
Non-Profit Deposit	\$1,500.00
Non-Profit Rental	\$1,500.00/day
Commercial Deposit	\$2,500.00
Commercial Rental	\$2,500.00/day
<i>Cleaning Fees</i>	
Less than 2,000 people	\$1,500/side
More than 2,000 people	\$2,500/side
Lighting Fee	\$75.00/hour
Baseball Stadium	
Baseball Events	\$750.00/day
<i>Non-Baseball Events</i>	
Non-Profit Deposit	\$1,000.00
Non-Profit Rental	\$1,000.00/day
Commercial Deposit	\$1,500.00
Commercial Rental	\$1,500/day
Cleaning Fees assessed by Midland Rockhounds	
Lighting Fee	\$75.00/hour
Groundskeeper and Grounds Material Fees assessed by Midland Rockhounds	
Diamond Club Deposit	\$100.00
Diamond Club Rental (minimum 2 hours)	\$50.00/hour
Diamond Club Cleaning Fee (payable to Midland Rockhounds)	\$150.00
OPERATOR FEES FOR BASEBALL AND FOOTBALL/SOCCER STADIUM	Hourly
Video Board Operator	\$50.00
Scoreboard Operator	\$50.00
PA Announcer	\$50.00
Camera Operator	\$45.00
Replay Technician	\$45.00
Sound Operator	\$45.00

SSC - Common Area/Parking Lot Rentals*Pavilion*

Non-Profit Deposit	\$1,500.00
Non-Profit Rental	\$1,500/day
Commercial Deposit	\$2,000.00
Commercial Rental	\$2,000/day

Parking Lot Only

Parking Lot Deposit	\$1,000.00
Set Up/Tear Down	\$1,000/day
Rental Fee	\$1,500/day

Cleaning Fees - Common Area/Parking Lot Rentals

Less than 1,000 people	\$1,000.00
1,001 to 2,500 people	\$1,500.00
More than 2,500 people	\$2,000.00

SSC - Auxiliary Fields*Non-Tournament Fees*

Deposit	\$100.00
Field Rental	\$65.00/hour

Tournament Fees

Deposit	\$100.00/field
Rental	\$30.00/game
Cleaning Fee	\$150.00/field
Lighting Fee	\$25.00/hour
Concession Stand Deposit	\$100.00
Game Cleaning Fee	\$75/Field
Concession Stand Rental	\$25.00/hour

Exhibit O

Miscellaneous

	Fee
Court Fees	
Municipal Court Building Security Fee	\$3.00
Municipal Court Technology Fee	\$4.00
Municipal Court Copy Fee	\$1.00 per page
Business Regulations	
Closing out sale license fees - 30 days	\$100.00
Closing out sale license fees - 60 days	\$125.00
Closing out sale license fees - 90 days	\$150.00
Peddler license	\$4.00
Mobile Home/Travel Trailer Park App Fee	\$10.00
Mobile Home/Travel Trailer Park License	\$25 plus \$1 ea.space
Mobile Home Mini Park location app	\$10.00
Mobile Home Mini Park revised site plan	\$10.00
City Chauffeur's license app fee	\$25.00
Airport Cabstand Permit fee (per month)	\$25.00
Special police officer license fee (individual)	\$10.00
Special police officer license fee (firm)	\$50.00
Carnival operator's license	\$50.00
Carnival employee's license	\$6.00
Side walk sale application fee	\$4.00
Police Regulations	
Ambulance Services- Basic Life Support	\$650 + \$10 per mile
Ambulance Services- Advanced Life Support	\$750 + \$10 per mile
Ambulance Services- Advanced Level II	\$850 + \$10 per mile
Ambulance Waiting Charge	\$200 per hour
Ambulance Service- Outside Midland County	\$100.00
Food Truck Fire Inspection	\$50 per inspection annually
Alarm Permit Application Fee-Commercial	\$25.00
Alarm Permit Application Fee-Residential	\$20.00
Alarm Permit Renewal Fee -Commercial	\$20.00
Alarm Permit Renewal Fee - Residential	\$15.00
Alarm Permit Service fee	\$50.00
Franchises	
Telecomm Carrier on public ROW Reg. Fee-	\$25.00
Franchise application and review fee	\$500.00
Franchise renewal application and review fee	\$500.00

Exhibit P

Right of Way

Right-of-Way License Fees and Rates for crossing property or public right-of-way
owned by the City of Midland.

Fees (non-refundable):

Application Fee:	\$ 1,000.00
Application Fee of Expired License:	\$ 1,500.00

The City of Midland's Rate and Damage Schedule is 200% of the then-current University Lands Rate and Damage Schedule for a 10-year license.

Fees and rates will be paid at the commencement of the 10-year license in one payment.

Exhibit A

City Secretary

	Fee
Business Regulations	
Junk and secondhand goods license	\$25.00
Renewal of junk and secondhand good	\$10.00
Alcoholic Beverage License Fee	1/2 of State Fee
Taxicab annual operating fee (each)	\$200.00
Limo or Motorbus operating fee (each)	\$100.00

Exhibit B

Parks

	Fee
SHOWMOBILE	
Deposit	\$1,000.00
Rental Fee (minimum of 4 hours)	\$62.50/hour
Extensions	\$100.00
Show Lights	\$200.00
Deposit for Show Lights	\$500.00
PORTABLE BLEACHERS	
Deposit	\$100.00
Rental Fee (per day)	\$100.00
PORTABLE STAGE	
Deposit	\$100.00
Rental Fee	\$250.00
TRASH CANS	
Deposit	\$100.00
Rental Fee (minimum of 10 cans)	\$5.00/can/day
PARK PAVILION RENTAL	
Deposit	\$100.00
Rental Fee 9am-10pm	\$60.00
Rental Fee 9am-3pm	\$30.00
Rental Fee 4pm-10pm	\$40.00
BEAL RANCH HOUSE	
Deposit no Alcohol	\$300.00
Deposit w/Alcohol	\$500.00
Rental Fee Per Hour	\$50.00
GAZEBO RENTALS - WADLEY AND BEAL	
Deposit	\$100.00
Rental Fee 9 am- 3 pm	\$50.00
Rental Fee 4 pm-10 pm	\$50.00
Rental Fee 9 am-10 pm	\$100.00
BASEBALL/SOFTBALL FIELD RENTALS	
Artificial Turf Fields Rental Fee	\$65.00/hour
Deposit for Artificial Turf Field Rental	\$100.00
Natural Turf Field Rental Fee	\$25.00/hour
Lights	\$25.00/hour
Tournament Fee	\$25.00/team
Tournament Cleaning Fee	\$150/field
Tournament Deposit	\$100/field
Game Cleaning Fee	\$75/Field
FOOTBALL/SOCCER FIELD RENTALS	
Artificial Turf Fields Rental Fee	\$65.00/hour
Deposit for Artificial Turf Field Rental	\$100.00
Natural Turf Field Rental Fee	\$25.00/hour
Lights	\$25.00/hour
Tournament Fee	\$30/game
Tournament Cleaning Fee	\$150/field
Tournament Deposit	\$100/field

Game Cleaning Fee \$75/Field

CONCESSION RENTALS

Concession Stand Deposit \$100.00

Concession Stand Rental \$25.00/hour

ULMER SAND VOLLEYBALL COURT

Deposit \$25.00

Rental Fee \$25.00/day

WHITEHOUSE RENTAL

Deposit \$200.00

Rental Fee 10 am - 4 pm \$200.00

Rental Fee 6 pm - 12 am \$200.00

Rental Fee All Day \$400.00

Exhibit C

Recreation



	Fee
CITY POOL RATES	
Entry Fee	\$5.00
Children under 2	Free
10 Punch Card	\$20.00
25 Punch Card	\$40.00
75 Punch Card	\$80.00
Personal Cooler Admission	\$10.00
Soda	\$3.00
Water	\$2.00
Snacks	\$2.00
Swim lesson (1 week)	\$20.00
Life Jacket Rental	Free
PRIVATE RENTALS	
DEPOSIT	\$150.00
RENTAL FEE (2 hours)	\$850.00
POOL PAVILION RENTALS	
(Doug Russell Only)	
DEPOSIT	\$100.00
RENTAL FEE	\$100/session
MARTIN LUTHER KING RECREATION CENTER	
	per hour
Activity Room	
During Operation	\$25.00
After Hours	\$35.00
Deposit	\$100.00
Activity Rm/with Gameroom	per hour
During Operation	\$50.00
After Hours	\$70.00
Deposit	\$300.00
Auditorium	per hour
During Operation	\$50.00
After Hours	\$75.00
Deposit No Alcohol	\$500.00
Deposit Alcohol	\$750.00
Gymnasium	per hour
During Operation	\$40.00
After Hours	\$60.00
Deposit	\$200.00
MLK Volleyball Net Setup Fee	\$15.00

Exhibit C

Recreation



	Fee
Training Room	per hour
Sporting Events ONLY	
During Operation	\$50.00
After Hours	\$75.00
Deposit	\$1,000.00
Daily Entrance Fee	\$1.00
Monthly Membership	\$15.00
MOVIE SCREEN	
Deposit	\$1,000.00
Fee (Maximum 4 hours)	\$500.00

Exhibit D

Health and Senior Services

	Fee
Environmental Section	
Mobile Food Vendor	
Mobile Food Vendor	\$175.00
Mobile Food (Seasonal)	\$105.00
Temporary Permit	\$70.00
Late Fee (When not paid by specified date)	25% of Permit Fee
Food Services Establishments	
1 thru 5 employees	\$150.00
6 thru 10 employees	\$200.00
11 or more employees	\$250.00
Deli/Meat Market/Bakery	\$75.00
Farmers Market	\$50.00
Late Fee (When not paid by specified date)	25% of Permit Fee
Retail Food Store	
1 thru 5 employees	\$150.00
6 thru 10 employees	\$200.00
11 or more employees	\$250.00
Temporary Permit	\$70.00
Late Fee (When not paid by specified date)	25% of Permit Fee
Child Care Programs	
Day Care	\$100.00
Foster Care	\$50.00
Child Care Program for after School	\$50.00
Late Fee (When not paid by specified date)	25% of Permit Fee
Swimming Pool, Spa, or Water Feature Permit	
Swimming Pool or Spa Permit	\$100.00
Water Feature Permit	\$100.00
Non-Profit Yearly	\$30.00
Non-Profit Temporary	\$30.00
Re-inspection (When Establishment is shut down)	\$75.00
Late Fee (When not paid by specified date)	25% of Permit Fee
Septic System Inspections	
Septic System Residential	\$150.00
Septic System Commercial	\$210.00
Septic re-inspection (When fails initial inspection)	\$50.00
Late Fee (When not paid by specified date)	25% of Permit Fee
Late Fee (When not paid by specified date)	25% of Permit Fee

Exhibit D

Health and Senior Services

	Fee
Clinical Section	
Health Department Services	
DTaP	\$45.00
Kinrix (DTaP & Polio)	\$60.00
Pentacel (DTaP & Polio & Flu Type B)	\$115.00
IPV (Polio)	\$50.00
Pedi HEP A	\$40.00
Pedi HEP B	\$35.00
HIB (Flu Type B)	\$25.00
Vaxelis (DTaP, HIB, Polio & HEB B)	\$150.00
Rototeq/Rotarix (Rotavirus)	\$140.00
Proquad (MMR & Varicella)	\$265.00
PCV 13 (Pneumococcal Conjugate)	\$260.00
PPSV23 (Pneumococcal Conjugate)	\$125.00
MMR	\$90.00
Varicella	\$165.00
TD (Tetanus & Diptheria)	\$45.00
TDAP (Tetanus Diptheria and Pertussis)	\$60.00
HPV 9	\$270.00
MCV4 (Meningitis)	\$150.00
Menqaudfi (Meningitis)	\$200.00
Trumenba (Meningococcal Group B)	\$180.00
Bexsero (Meningococcal Group B)	\$200.00
Adult Hep A	\$80.00
Adult Hep B	\$65.00
Heplisav-Adult Hep B	\$125.00
Abrysvo- Adult RSV	\$300.00
Beyfortus- Infant RSV	\$500.00
RabAvert (Rabies)	\$500.00
Imovax (Rabies)	\$395.00
Pfizer- Infant (COVID-19)	\$65.00
Pfizer- Adolescent (COVID-19)	\$90.00
Pfizer- Adult (COVID-19)	\$130.00
Moderna- Adult (COVID-19)	\$145.00
Shingrix (Shingles)	\$185.00
Infant flu	\$25.00
Flu	\$30.00
High Dose Flu	\$65.00
Flublok	\$65.00
Yellow Fever	\$130.00
STD Testing	\$15.00
HIV Testing	\$15.00
STD Clinic Treatment	\$15.00
PACKET	34.41
	February 13, 2024

Exhibit D

Health and Senior Services

	Fee
Pregnancy Test-Urine	\$15.00
Pregnancy Test - Blood	\$15.00
TB Test	\$15.00
TB Clinic	\$15.00
Insured	\$60.00
TVFC 1=\$10, 2=\$20, >or= 3 = \$30	
Fees In Red- Indicates the fee is not listed or different than stated in code.	
Refugee	\$0.00
Medicaid/CHIP	\$13.75
Medicare Flu or Pneumonia	\$60.00

Exhibit E

Animal Services

	Fee
Adoption Fees	
Adoption Fees (includes micro chipping)	\$50 for Cats; \$75 for Dogs
Ducks, Rabbits, Other	\$5.00
Rescue Fee (rabies, microchip, license)	\$32.00
Humane Coalition Transfer Fee (with micro chipping) Range \$17 to \$25	\$25.00
Animal Service Discount	\$6.73
Vaccines and Medical Fees	
Rabies (\$10 special event and \$20 reg)	\$10.00 or \$20.00
Rabies and Booster (\$15 special event)	\$15.00
Impoundment Fees	
Impoundment - 1st Offense (altered)	\$25.00
Impoundment - 1st Offense (unaltered)	\$50.00
Impoundment - 2nd Offense (altered)	\$50.00
Impoundment - 2nd Offense (unaltered)	\$75.00
Impoundment - 3rd+ Offense (altered)	\$75.00
Impoundment - 3rd+ Offense (unaltered)	\$100.00
Livestock Impoundment	\$100.00
Boarding & Quarantine	
Boarding (per day)	\$8.00
Quarantine Fees (minimum of 10 days)	\$10.00/day
Home Quarantine Fees (minimum of 10 days)	\$5.00/day
Pick-up Fees	
Pickup Fee - Owner release	\$15.00
Pickup Fee -Owner release (additional animals)	\$5.00/each
Pickup Fee - Deceased	\$15.00
Pickup Fee - Dead Small Livestock	\$75.00
Pickup Fee- Deceased Livestock	\$150.00
Transfer to Vet Fee	\$15.00
Miscellaneous Fees	
Drop off Fee - Owner release	\$10.00
Rabies Specimen Shipping	\$75.00
Wild Animal Permit	\$25.00
Dangerous Dog Yearly Registration	\$50.00
Off Leash Training Permit	\$5.00
Microchipping	
Microchips	\$8.00
Pet Services	
Flea/Tick Preventative	\$15.00
Euthanasia	
Euthanasia	\$15.00
Pet Licenses	
Pet License (yearly)	\$7.00
Pet License (replacement)	\$1.00
Pigeons	
Loft Permit for Pigeons	\$3.00
Renewal of Loft Permit	\$2.00

Exhibit F

Golf Course



	Fee
Green Fee - Weekday	\$21.25
Green Fee - Weekdays after 4:00	\$12.25
Green Fee - Weekend	\$26.25
Green Fee - Weekend after 4:00	\$16.00
Weekend AM - 9 Holes	\$15.00
Green Fee - Senior	\$16.25
Green Fee - Junior	\$9.50
Cart Fee (90%)	\$13.75

Exhibit G

Planning

	Fee
Preliminary Plat Application	
Sketch Plan Application (1st review)	\$225.00
Sketch Plan Application (2nd review)	\$100.00
Preliminary Plat Application (up to 50 acres)	\$350.00
Preliminary Plat Application (over 50 acres)	\$500.00
Final Plat Application	
Standard Plat or Residential Up to 50 acres	\$350.00
Standard Plat or Residential over 50 acres Max	\$500.00
Administrative Plat	\$250.00
Digital File Conversion Fee	\$50.00
Recording Fees- Plats up to 18"x24"	\$61.00
Recording Fees- Plats over 18"x24"	\$81.00
Related Documents	\$26.00
Replat	
Replat with Public Hearing	\$250.00
Replat without Public Hearing	\$250.00
Annexation/Zone Change Application	
Standard Zone Change	\$500.00
Planned District Zone Change	\$650.00
Multiple PD Proposal Basic	\$550.00
Multiple PD Proposal Per Additional District	\$100.00
Additional PD Regulations	\$75.00
Site Plan in PDF Format for City Council	\$50.00
Application Fee	\$500.00
Zoning Board of Appeal Fee	\$600.00
Special Exception Application Fee	\$500.00
Oil and Gas	
Application for Oil and Gas Permit	\$4,000.00
Credit Access Businesses	
Application Fee	\$50.00
Specific Use Permit (SUP) / Specific Use Designation (SUD)	
Application for SUP/SUD with Term for Alcoholic Beverage	\$300.00
Application for General SUP/SUD	\$400.00
Renewal SUP/SUD	\$75.00
Temporary Mobile Home	
Special Temporary Permit for Manufactured Home App (Based on Genuine Hardship Condition)	\$50.00
Special Temporary Permit for Manufactured Home App (For Occupancy by a Caretaker, Manager, or Guard)	\$100.00

Exhibit G

Planning

	Fee
Temporary Land Use	
Application Fee	\$300.00
For each additional event date	\$25.00
Clean-Up Deposit	\$500.00
Damage Deposit	\$500.00
Outside sale of dogs	\$20.00
Site Plan Review	
Single PD Amendment	\$550.00
Multiple PD Amendment	\$650.00
Dedications	
Review Fee	\$400.00
Vacation	
Application Fee	\$400.00
Creation of a Building Site	
Application Fee	\$400.00
Master Sign Plan	
Application Fee	\$300.00
Traffic Impact	
Traffic Impact (Staff Study)	\$350.00
Traffic Impact (Review of Submittal)	\$600.00
Portable Storage Containers	
Freight or Portable storage cont.- permit fee	\$125.00
Each add'l on same property	\$25.00
90- day permit fee for storage container	\$150.00
Each add'l container	\$25.00
45- day permit fee for storage container	\$125.00
Each add'l container	\$25.00
30 day permit fee for storage container	\$75.00
Certificate of occupancy and compliance	
Certificate of occupancy and compliance	\$10.00

Exhibit H

Code Enforcement

	Fee
Building Permits	
Construction Permit Fee	31.5 cents per square foot
Sidewalk/ROW Residential (No building permit)	\$50.00
Sidewalk/ROW Commercial (No building permit)	\$200.00
Street Improvement Fee	23 cents per square foot
Fence Fee	\$50.00
Manufactured Home	\$200.00
Manufactured Home Skirting Deposit	\$100.00
Moving Fee	\$200.00
Non-Profit Residential	\$150.00
Temporary Structure	\$100.00
Detached Assessory (120Sq.ft or less)	\$50.00
Detached Assessory (120Sq.ft to 200 sq.ft.)	\$100.00
Demolition Permits	
Commercial Demo Fee - Building	\$500.00
Commerical Demo Fee - Interior	\$100.00
Residential or Accessory Bldg	\$50.00
Temporary Sign Permits	
Permanent Sign Permits	\$50.00
Temporary sign annual permit fee	\$50.00
Failure to remove sign- hauling fee	\$50.00
Failure to remove sign- daily storage fee	\$10.00
Oil & Gas Drilling Permits	
Amendment Fee	\$1,000.00
Certification Fee & Inspection	\$300.00
Oil & Gas Application Fee	\$4,000.00
Well Tranfer Fee	\$500.00
*TX State HB-40 recognizes Ordinance 8769 including fees and may not be amended	
Mobile Home Park Licenses	
Mobile Home Park Licenses	\$25.00 plus \$1 ea/addl
Certificate of Occupancy	
Certificate of Occupancy	\$50.00
Lot Deposits	
Clearing Deposits (Floor & Foundation) Commercial	\$2,000.00
Clearing Deposits (Floor & Foundation) Residential	\$600.00
Clearing Deposits (Rubbish, Litter, Lot)	\$200.00
Clearing Deposit (Accessory Bldg, Debris, Material)	\$200.00

Exhibit H

Code Enforcement

	Fee
Lot Clearing	
Administrative Fee	\$100.00
Tree Removal	\$70.00
Debris Charge	\$110 per ton
Mow Vacant Lot	\$0.05 per sq. yd.
Mow Lot with Structure	\$0.055 per sq. yd.
Mow Acreage	\$70 per acre
Mowing Fee	\$0.10 per sq. yd.
Special Project	\$165.00
Minimum Lot Charge	\$45.00
Tires	Reimbursemt+\$2.00/tire
Electrical Fees	
Minimum Fee	\$50.00
Temporary Service	\$50.00
Temporary Construction Pole	\$50.00
Parking Lot Wiring	\$50.00
Building Wiring	\$0.05 per sq.ft
Service Change	\$50.00
Sign Electrical Fee	\$50.00
Electrical Fixture Fee (for first, \$1.00 each after)	\$15.00
Mobile Home Rewiring (\$5 for each add'l)	\$50.00
Clearance for Elec Connect/Disconnect Residential	\$50.00
Reinspection (Red Tag)	\$50.00
Mechanical Fees (when not part of bldg.permit)	
Minimum Fee	\$50.00
Inspection for Heating, AC,Venting,Ductwork,Fridge (\$5 for each add'l inspection)	\$50.00
Fire Extinguishing Permit	\$50.00
Boiler Inspections (33K to 1165 BTU)	\$50.00
Boiler Inspections (1165K to 3300 BTU)	\$50.00
Boiler Inspections (over 3300 BTU)	\$50.00
Reinspection (Red Tag)	\$50.00
Gas Fees (when not part of bldg.permit)	
Minimum Fee	\$50.00
Floor Furnace, Boiler	\$50.00
Vented Recessed Heater	\$50.00
Gas line service	\$50.00
Vented Appliance (\$10 each add'l)	\$50.00
Temporary Connection	\$50.00
Reinspection (Red Tag)	\$50.00

Exhibit H

Code Enforcement

	Fee
Plumbing Fees (when not part of bldg.permit)	
Minimum Fee	\$50.00
Furnace, unit or wall heater (\$10 each add'l)	\$50.00
Water heater (\$10 each add'l)	\$50.00
Water softener	\$50.00
Lawn Sprinkler	\$50.00
Water Line Service	\$50.00
Sewer Line Service	\$50.00
Replumb Bldg	\$0.05 Sq. Ft.
Fire Sprinkler	\$0.05 Sq. Ft.
Backflow Assembly Device (\$10 each add'l)	\$50.00
Reinspection (Red Tag)	\$30.00
Vendor Permit	
Vendor Permit	\$100.00
Water Well Fee	
Drill new well	\$50.00
Reinspection Fee	
Reinspection (All Permits)	\$100.00
Application to Board of Appeals	
Application	\$200.00
Public Ways and Property	
House moving permit fee	\$25.00
Network Nodes-5 in same application	\$500.00
Each additional node in application	\$250.00
Node Support Pole Application	\$1,000.00
Fee to attach network node to public ROW pole	\$20.00

Exhibit I

Engineering



	Fee
Traffic	
Street Name and Traffic Control Sign Fee	\$500/intersection
Right of Way Use Permit Fee	\$350.00

Exhibit J

Water & Sewer Fees

	Fee (as of July 1, 2020)
Water Rates Inside City:	
Base Rate for All Except Apartments for First 2,000 gallons	\$21.61
Base Rate for Apartments per Unit for first 2,000 gallons per Unit	\$17.60
Rate per 1,000 gallons over base of 2,000 up to 10,000	\$6.11
Rate per 1,000 gallons from 10,001 up to 25,000	\$8.03
Rate per 1,000 gallons from 25,001 up to 50,000	\$10.80
Irrigation)	\$13.50
Sewer Rates Inside City:	
All Customers Base Rate (First 2,000 gallons)	\$21.79
All Customers Rate per 1,000 after Base Rate	\$0.88
Water Rates Outside City:	
Base Rate for All Except Apartments for First 2,000 gallons	\$32.42
Base Rate for Apartments per Unit for first 2,000 gallons per Unit	\$26.40
Rate per 1,000 gallons over base of 2,000 up to 10,000	\$9.17
Rate per 1,000 gallons from 10,001 up to 25,000	\$12.05
Rate per 1,000 gallons from 25,001 up to 50,000	\$16.20
Irrigation)	\$20.25
Sewer Rates Outside City:	
Residential Base Rate (First 2,000 gallons)	\$32.69
Residential Rate per 1,000 after Base Rate	\$1.32
Miscellaneous:	
Septage waste hauler discharges and fees (per gallon)	\$0.30

Exhibit K

Customer Service/Utility Billing

	Fee
Account Billing	
Residential Utility Deposit	\$75.00
Re-read of Water Meter (2nd time)	\$25.00
Test of Water Meter (2nd time)	\$25.00
Non-sufficient fund check	\$30.00
Reconnect-Disconnect fee	\$30.00
Application Fee	\$20.00
Transfer Fee	\$20.00
Tampering/Straight Fee (1st time)	\$200.00
Tampering/Straight Fee (2nd time)	\$300.00
Water Meters & Tap Fees	
3/4" water meter-with existing meter box	\$40.00
1" water meter-with existing meter box	\$100.00
1" water meter tap (no paving cut or meter installation)	\$390.00
1" service charge for tap and meter with meter box	\$425.00
2" water meter- with existing meter box	\$240.00
2" water meter tap (no paving cut or meter installation)	\$564.00
2" service charge for tap and meter with meter box	\$710.00
3" water meter	\$375.00
4" water meter	\$375.00
4" sewer tap	\$350.00
6" sewer tap	\$400.00
Replacement sewer tap (per line)	\$300.00
Fee to abandon line for replacement	\$150.00
Paving cut/Boring & Casing Fee	\$400.00
Fire hydrant meter setting or moving	\$200.00
Fire Hydrant meter deposit setting	\$2,400.00
Drinking Water Testing- Total Coliform (Presence or absence)	\$18.00
Non-Potable H2O testing- Total Coliform & E.Coli (MPN)	\$25.00
Non-Potable H2O testing- Total Coliform & Fecal Coliform (MPN)	\$25.00
Move a service line no more than 5 feet	\$150.00

Exhibit L

Sanitation Fees

Inside City Limits				
# of Containers	Number of pickups per week			
	2X	3X	4X	5X
Residential				
0.25	\$21.00			
0.5	\$42.00			
0.75	\$63.00			
1	\$84.00			
Commercial				
0.25	\$30.00	\$45.00	\$60.00	\$75.00
0.5	\$60.00	\$90.00	\$120.00	\$150.00
0.75	\$90.00	\$135.00	\$180.00	\$225.00
1	\$120.00	\$180.00	\$240.00	\$300.00
2	\$228.00	\$342.00	\$456.00	\$570.00
3	\$336.00	\$504.00	\$672.00	\$840.00
4	\$444.00	\$666.00	\$888.00	\$1,110.00
5	\$552.00	\$828.00	\$1,104.00	\$1,380.00
6	\$660.00	\$990.00	\$1,320.00	\$1,650.00
7	\$768.00	\$1,152.00	\$1,536.00	\$1,920.00
8	\$876.00	\$1,314.00	\$1,752.00	\$2,190.00
9	\$984.00	\$1,476.00	\$1,968.00	\$2,460.00
10	\$1,092.00	\$1,638.00	\$2,184.00	\$2,730.00
11	\$1,200.00	\$1,800.00	\$2,400.00	\$3,000.00
12	\$1,308.00	\$1,962.00	\$2,616.00	\$3,270.00
13	\$1,416.00	\$2,124.00	\$2,832.00	\$3,540.00
14	\$1,524.00	\$2,286.00	\$3,048.00	\$3,810.00
15	\$1,632.00	\$2,448.00	\$3,264.00	\$4,080.00
16	\$1,740.00	\$2,610.00	\$3,480.00	\$4,350.00
17	\$1,848.00	\$2,772.00	\$3,696.00	\$4,620.00
18	\$1,956.00	\$2,934.00	\$3,912.00	\$4,890.00
19	\$2,064.00	\$3,096.00	\$4,128.00	\$5,160.00
20	\$2,172.00	\$3,258.00	\$4,344.00	\$5,430.00
21	\$2,280.00	\$3,420.00	\$4,560.00	\$5,700.00
22	\$2,388.00	\$3,582.00	\$4,776.00	\$5,970.00
23	\$2,496.00	\$3,744.00	\$4,992.00	\$6,240.00
24	\$2,604.00	\$3,906.00	\$5,208.00	\$6,510.00
25	\$2,712.00	\$4,068.00	\$5,424.00	\$6,780.00
Per Month				
Recycling fee	\$0.50			
Litter Abatement Fee	\$1.00			
PACKET	34.53			
February 13, 2024				

Exhibit L

Sanitation Fees

Outside City Limits - Sanitation Fees

# of Containers	Number of pickups per week			
	2X	3X	4X	5X
Residential				
0.25	\$31.50			
0.5	\$63.00			
0.75	\$94.50			
1	\$126.00			
Commercial				
0.25	\$45.00	\$67.50	\$90.00	\$112.50
0.5	\$90.00	\$135.00	\$180.00	\$225.00
0.75	\$135.00	\$202.50	\$270.00	\$337.50
1	\$180.00	\$270.00	\$360.00	\$450.00
2	\$342.00	\$513.00	\$684.00	\$855.00
3	\$504.00	\$756.00	\$1,008.00	\$1,260.00
4	\$666.00	\$999.00	\$1,332.00	\$1,665.00
5	\$828.00	\$1,242.00	\$1,656.00	\$2,070.00
6	\$990.00	\$1,485.00	\$1,980.00	\$2,475.00
7	\$1,152.00	\$1,728.00	\$2,304.00	\$2,880.00
8	\$1,314.00	\$1,971.00	\$2,628.00	\$3,285.00
9	\$1,476.00	\$2,214.00	\$2,952.00	\$3,690.00
10	\$1,638.00	\$2,457.00	\$3,276.00	\$4,095.00
11	\$1,800.00	\$2,700.00	\$3,600.00	\$4,500.00
12	\$1,962.00	\$2,943.00	\$3,924.00	\$4,905.00
13	\$2,124.00	\$3,186.00	\$4,248.00	\$5,310.00
14	\$2,286.00	\$3,429.00	\$4,572.00	\$5,715.00
15	\$2,448.00	\$3,672.00	\$4,896.00	\$6,120.00
16	\$2,610.00	\$3,915.00	\$5,220.00	\$6,525.00
17	\$2,772.00	\$4,158.00	\$5,544.00	\$6,930.00
18	\$2,934.00	\$4,401.00	\$5,868.00	\$7,335.00
19	\$3,096.00	\$4,644.00	\$6,192.00	\$7,740.00
20	\$3,258.00	\$4,887.00	\$6,516.00	\$8,145.00
21	\$3,420.00	\$5,130.00	\$6,840.00	\$8,550.00
22	\$3,582.00	\$5,373.00	\$7,164.00	\$8,955.00
23	\$3,744.00	\$5,616.00	\$7,488.00	\$9,360.00
24	\$3,906.00	\$5,859.00	\$7,812.00	\$9,765.00
25	\$4,068.00	\$6,102.00	\$8,136.00	\$10,170.00

Exhibit L

Sanitation Fees

Open Top/Compactor Fees

One-time set up fee (Delivery fee)	\$37.00 + Tax
Daily Rental	\$8.00 + Tax
Haul Charge	\$186.00 + Tax
	\$46.00 per ton
Per Ton Disposal Fee (Landfill Charge)	

Removal of Garbage by Other Entity

Garbage Hauler's Permit	\$500.00
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Landfill- Dumping and Unloading Charges

Landfill Access Fee-	\$25.00
Unlimited Landfill Access Fee-year	\$500.00
Minimum Fee under 1 Ton	\$23.00
Per ton Disposal Fee	\$46.00
Materials not contained	\$15.00
Pull off Fee	\$75.00

Special Waste/Minor or TDH permit

Special Waste Fee- Per Ton	\$92.00
Minimum Fee under 1 Ton	\$46.00

Exhibit M

Airport

	Fee
Landing Fees (per 1000 pounds of gross landing weight)	\$0.70
Air carrier fees (per 1000 pounds of gross landing weight)	\$0.70
Public Aircraft parking – locally based aircraft (month)	\$25.00
Public Aircraft parking – transient aircraft (day)	\$1.50
Customer Facility Charge - vehicle rentals (per transaction day)	\$3.00
Public Parking – CI (Covered)	
0-30 minutes	Free
31-60 minutes	\$3.00
Every additional hour	\$2.00
Maximum per 24-hour period	\$16.00
Public Parking – P1 & P3 (Close-In)	
0-30 minutes	Free
31-60 minutes	\$2.00
Every additional hour	\$1.00
Maximum per 24-hour period	\$13.00
Public Parking – P2 & P4 (Economy)	
0-30 minutes	Free
31-60 minutes	\$2.00
Every additional hour	\$1.00
Maximum per 24-hour period	\$10.00
Public Parking – C2 (Remote Covered)	
0-30 minutes	Free
31-60 minutes	\$2.00
Every additional hour	\$1.00
Maximum per 24-hour period	\$12.00
Public Parking – P5 (Remote Economy)	
0-30 minutes	Free
31-60 minutes	\$2.00
Every additional hour	\$1.00
Maximum per 24-hour period	\$8.00
Ground Transportation Permits -per month, per vehicle	
Taxicab	\$25.00
Buses	\$25.00
Courtesy vehicles for off-airport hotel	\$25.00
Courtesy vehicles for off-airport car rental (plus 10% airport revenue)	\$25.00
Courtesy vehicles for off-airport parking lot (plus 10% airport revenue)	\$25.00

Exhibit M

Airport



	Fee
Employee Parking	
Annual Employee Parking media (prorated monthly)	\$40.00

Special assessments

1. Should any person upon driving a vehicle from the paid parking areas of the airport not be able to present an officially issued ticket indicating where that person's vehicle was parked and at what time, then the charge assessed for the parking of that vehicle shall be at least \$12.00. In addition to that fee, there shall also be a fee assessed for the parking of that vehicle equal to the amount of the daily rate, times number of days, for the area in which that vehicle was parked as is indicated by the daily lot inventory taken by the airport administration.
2. Whenever a person or an entity shall pay for the parking fees assessed by this Section with a check or draft, and that check or draft is dishonored, then there shall be an additional \$25.00 assessed against that person or entity.

Exhibit N

Sports Complex

	Fee
Football/Soccer Stadium	
<i>Sporting Events</i>	
Half Stadium Rental	\$1,500.00/day
Whole Stadium Rental	\$3,000.00/day
All Inclusive Football Game Package	\$10,000.00/game
<i>This package includes a whole stadium rental, cleaning, lighting, game officials and staff, operators, security, EMS, and UIL fees, if necessary.</i>	
<i>Non-Sporting Events</i>	
Non-Profit Deposit	\$1,500.00
Non-Profit Rental	\$1,500.00/day
Commercial Deposit	\$2,500.00
Commercial Rental	\$2,500.00/day
<i>Cleaning Fees</i>	
Less than 2,000 people	\$1,500/side
More than 2,000 people	\$2,500/side
Lighting Fee	\$75.00/hour
Baseball Stadium	
Baseball Events	\$750.00/day
<i>Non-Baseball Events</i>	
Non-Profit Deposit	\$1,000.00
Non-Profit Rental	\$1,000.00/day
Commercial Deposit	\$1,500.00
Commercial Rental	\$1,500/day
Cleaning Fees assessed by Midland Rockhounds	
Lighting Fee	\$75.00/hour
Groundskeeper and Grounds Material Fees assessed by Midland Rockhounds	
Diamond Club Deposit	\$100.00
Diamond Club Rental (minimum 2 hours)	\$50.00/hour
Diamond Club Cleaning Fee (payable to Midland Rockhounds)	\$150.00
OPERATOR FEES FOR BASEBALL AND FOOTBALL/SOCCER STADIUM	Hourly
Video Board Operator	\$50.00
Scoreboard Operator	\$50.00
PA Announcer	\$50.00
Camera Operator	\$45.00
Replay Technician	\$45.00
Sound Operator	\$45.00

SSC - Common Area/Parking Lot Rentals*Pavilion*

Non-Profit Deposit	\$1,500.00
Non-Profit Rental	\$1,500/day
Commercial Deposit	\$2,000.00
Commercial Rental	\$2,000/day

Parking Lot Only

Parking Lot Deposit	\$1,000.00
Set Up/Tear Down	\$1,000/day
Rental Fee	\$1,500/day

Cleaning Fees - Common Area/Parking Lot Rentals

Less than 1,000 people	\$1,000.00
1,001 to 2,500 people	\$1,500.00
More than 2,500 people	\$2,000.00

SSC - Auxiliary Fields*Non-Tournament Fees*

Deposit	\$100.00
Field Rental	\$65.00/hour

Tournament Fees

Deposit	\$100.00/field
Rental	\$30.00/game
Cleaning Fee	\$150.00/field
Lighting Fee	\$25.00/hour
Concession Stand Deposit	\$100.00
Game Cleaning Fee	\$75/Field
Concession Stand Rental	\$25.00/hour

Exhibit O

Miscellaneous

	Fee
Court Fees	
Municipal Court Building Security Fee	\$3.00
Municipal Court Technology Fee	\$4.00
Municipal Court Copy Fee	\$1.00 per page
Business Regulations	
Closing out sale license fees - 30 days	\$100.00
Closing out sale license fees - 60 days	\$125.00
Closing out sale license fees - 90 days	\$150.00
Peddler license	\$4.00
Mobile Home/Travel Trailer Park App Fee	\$10.00
Mobile Home/Travel Trailer Park License	\$25 plus \$1 ea.space
Mobile Home Mini Park location app	\$10.00
Mobile Home Mini Park revised site plan	\$10.00
City Chauffeur's license app fee	\$25.00
Airport Cabstand Permit fee (per month)	\$25.00
Special police officer license fee (individual)	\$10.00
Special police officer license fee (firm)	\$50.00
Carnival operator's license	\$50.00
Carnival employee's license	\$6.00
Side walk sale application fee	\$4.00
Police Regulations	
Ambulance Services- Basic Life Support	\$650 + \$10 per mile
Ambulance Services- Advanced Life Support	\$750 + \$10 per mile
Ambulance Services- Advanced Level II	\$850 + \$10 per mile
Ambulance Waiting Charge	\$200 per hour
Ambulance Service- Outside Midland County	\$100.00
Food Truck Fire Inspection	\$50 per inspection annually
Alarm Permit Application Fee-Commercial	\$25.00
Alarm Permit Application Fee-Residential	\$20.00
Alarm Permit Renewal Fee -Commercial	\$20.00
Alarm Permit Renewal Fee - Residential	\$15.00
Alarm Permit Service fee	\$50.00
Franchises	
Telecomm Carrier on public ROW Reg. Fee-	\$25.00
Franchise application and review fee	\$500.00
Franchise renewal application and review fee	\$500.00

Exhibit P

Right of Way

Right-of-Way License Fees and Rates for crossing property or public right-of-way
owned by the City of Midland.

Fees (non-refundable):

Application Fee:	\$ 1,000.00
Application Fee of Expired License:	\$ 1,500.00

The City of Midland's Rate and Damage Schedule is 200% of the then-current University Lands Rate and Damage Schedule for a 10-year license.

Fees and rates will be paid at the commencement of the 10-year license in one payment.



Scharbauer Sports Complex Division
Interoffice Memorandum

Date: February 1, 2024
To: Christy Weakland, Finance Director
From: Laurie Williams, Interim Community Services Director
Subject: Fee Changes

Exhibit C – Recreation

Lifejackets Free

The current rental fee for lifejackets is \$1.00. We would like to eliminate this fee. We would like to be able to give out lifejackets to the public to use without a fee. We do not want someone to not get a lifejacket because of the dollar rental fee and end up drowning.

Exhibit B and N

Game Cleaning Fee \$75.00

Parks – Baseball/Softball Field Rentals and Football/Soccer Field Rentals

SSC – Auxiliary Field Rentals

We currently do not have a cleaning fee for games on these fields. We have to send staff to clean restroom and empty trash throughout games. We also have to staff pick up trash after the games. In adding this fee, it will help to cover some of the city's cost that come with having games on these fields.



City Council Meeting

Item Number: 35
Meeting Date: February 13, 2024
To: City Council / City Manager
From: Erika Martinez, Manager, Purchasing
Subject: RESOLUTION AWARDING A CONTRACT FOR THE CITY OF MIDLAND PAVING, ALLEYS, STREETS AND SIDEWALKS 2023 PROJECT TO BOLER EQUIPMENT SERVICE, INC. OF MIDLAND, TEXAS, AT A COST OF \$2,682,941.08; APPROVING \$536,588.22 FOR CONTINGENCIES; APPROVING \$50,000.00 FOR PROJECT-RELATED EXPENSES; TRANSFERRING AND ALLOCATING FUNDS; AND AUTHORIZING PAYMENT (DISTRICT: ALL) (GENERAL SERVICES)

Purpose:

Resolution awarding the execution of a contract for the City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 2023 to Boler Equipment Service, Inc. of Midland, Texas for the amount of \$2,682,941.08; approving \$536,588.22 for contingencies; plus \$50,000.00 for project related costs for a total cost of \$3,269,529.30 for the Engineering Department.

Recommended City Council Action:

Approve

Fiscal Impact:

\$450,000 is available in the CDBG 2023 Program Year Block Grant; \$1,519,222.59 is available in the ARPA Grant funds and will be allocated to a project; \$763,718.49 is available in the Transportation operating budget; and \$536,588.22 is available in the Utilities operating budget and will be transferred to a project.

Strategic Priority:

Strengthen and Sustain our Infrastructure

Discussion:

The City Manager approved plans and specifications and authorized advertisement for bids for the City of Midland Alleys, Paving, Sidewalks & Streets (COMPASS) 2023 Project. The bid request was sent to fifty-two (52) companies. We received four (4) bids. Staff recommends awarding a contract to Boler Equipment Service, Inc. The project timeline is projected at 240 days. Please see the attached memo from Kerry Koehler, Capital Improvement Program Director, for more information.

Therefore, please consider a resolution awarding a contract to Boler Equipment Service, Inc. of Midland, Texas for the City of Midland Alleys, Paving, Sidewalks & Streets (COMPASS) 2023 Project for a cost of \$2,682,941.08; approving \$536,588.22 for contingencies; plus \$50,000.00 for project related costs for a total cost of \$3,269,529.30 and transferring and appropriating funds; and authorizing payment.



City Manager's Office



INTEROFFICE MEMORANDUM

TO: Erika Munoz; City of Midland, Purchasing Manager

FROM: Kerry Koehler, P.E.; City of Midland, City Engineer

SUBJECT:

City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 2023 ♦
Capital Improvements Project No. P23-17 ♦ Bid Tabulation ♦

DATE: January 29, 2024

Erika,

Capital Improvements staff has reviewed the bid tabulation for the City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 2023 project. Boler Equipment Service, Inc. of Midland, TX, is the apparent low bidder. Staff recommend awarding the City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 2023 project to Boler Equipment Services.

Boler Equipment Service, Inc. has an established history with the City of Midland of performing work of similar scale and scope to the City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 2023. Furthermore, the unit prices appear to be in line with current pricing trends.

The apparent successful bidder was selected based on the base bid amount of \$2,682,941.08 as outlined in the bidding documents. In addition, we would like to request that a 20% contingency in the amount of \$536,588.22 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, project administration, material testing services, etc.). The total amount made available for the project would be \$3,269,529.30.

The agreement specifies an amount of \$2,682,941.08 with a 240-calendar day construction period beginning within 15 calendar days of a written notice to proceed for construction.

Kerry Koehler, P.E.
Director - Capital Improvements

Cc: Bobby Wojciechowski
Kirby Jones
Regina Stephenson

RESOLUTION NO. _____

RESOLUTION AWARDDING A CONTRACT FOR THE CITY OF MIDLAND PAVING, ALLEYS, STREETS AND SIDEWALKS 2023 PROJECT TO BOLER EQUIPMENT SERVICE, INC. OF MIDLAND, TEXAS, AT A COST OF \$2,682,941.08; APPROVING \$536,588.22 FOR CONTINGENCIES; APPROVING \$50,000.00 FOR PROJECT-RELATED EXPENSES; TRANSFERRING AND ALLOCATING FUNDS; AND AUTHORIZING PAYMENT

WHEREAS, the City Manager approved the plans and specifications and advertised for competitive bids for the City of Midland Paving, Alleys, Streets and Sidewalks 2023 Project (the “Project”); and

WHEREAS, Bid No. 24002247 was opened on January 24, 2024, with the lowest responsible bidder being Boler Equipment Service, Inc. of Midland, Texas (“Contractor”), having submitted a bid of \$2,682,941.08 as shown on the bid tabulation attached hereto as Exhibit “A” and incorporated herein for all legal purposes; and

WHEREAS, the 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 \$2,682,941.08; 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 cost of \$2,682,941.08, 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 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 \$536,588.22.

SECTION THREE. That the sum of \$1,519,222.59 is available in the ARPA Grant Funds and shall be allocated to a project account for said Project. The sum of \$536,588.22 is available in the Utilities operating budget and shall be transferred to a project account for said Project. The sum of \$450,000 is available in the CDBG 2023 Program Year Block Grant. The sum of \$763,718.49 is available in the Transportation operating budget. The sum of \$536,588.22 is hereby approved for contract contingencies, and the sum of \$50,000.00 is approved for Project-related costs.

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 \$3,219,529.30 from funds transferred, allocated, or otherwise available as described in Section Three hereof upon receipt of proper invoices or statements approved by the City Manager.

On motion of Council member _____, seconded by Council member _____, the above and foregoing resolution was adopted by the City Council of the City of Midland at a regular meeting on the _____ day of _____, A.D., 2024, by the following vote:

Council members voting "AYE": _____

Council members voting "NAY": _____

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

Tommy Gonzalez, City Manager

APPROVED AS TO CONTENT
AND COMPLETENESS:

Regina Stephenson, General Services Director

Kerry Koehler, Director of Capital Improvement Projects

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney

City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 2023

Project Number: P23-17
City of Midland - Capital Improvements
January 24, 2024

BID TAB					Permian Paving		Reece Albert		Boler Equipment Service, Inc		Onyx	
Bid Item	Pay Note	Description	Quantity	Units	Unit Price	Actual Bid Total	Unit Price	Actual Bid Total	Unit Price	Actual Bid Total	Unit Price	Actual Bid Total
1	M1	Mobilization	1	LS	\$150,000.00	\$ 150,000.00	\$760,724.95	\$ 760,724.95	\$250,000.00	\$ 250,000.00	\$175,000.00	\$ 175,000.00
2	M2	Relocate Mailbox Foundation	14	EA	\$1,000.00	\$ 14,000.00	\$760.00	\$ 10,640.00	\$1,000.00	\$ 14,000.00	\$3,000.00	\$ 42,000.00
3	M3	Erosion/Sediment Control	1	LS	\$42,500.00	\$ 42,500.00	\$9,785.00	\$ 9,785.00	\$30,000.00	\$ 30,000.00	\$50,000.00	\$ 50,000.00
4	M4	Traffic Control	1	LS	\$75,000.00	\$ 75,000.00	\$36,795.00	\$ 36,795.00	\$32,000.00	\$ 32,000.00	\$28,000.00	\$ 28,000.00
5	M5	Removal & Disposal of Metal Post	2	EA	\$200.00	\$ 400.00	\$273.30	\$ 546.60	\$500.00	\$ 1,000.00	\$1,000.00	\$ 2,000.00
6	M6	Install Chain Link Fence (6')	162	LF	\$80.00	\$ 12,960.00	\$76.15	\$ 12,336.30	\$90.00	\$ 14,580.00	\$85.00	\$ 13,770.00
7	M7	Install Chain Link Gate	3	EA	\$2,000.00	\$ 6,000.00	\$1,705.75	\$ 5,117.25	\$1,000.00	\$ 3,000.00	\$1,904.00	\$ 5,712.00
8	M8	Removal & Disposal of Tree Stump	3	EA	\$2,250.00	\$ 6,750.00	\$461.30	\$ 1,383.90	\$2,500.00	\$ 7,500.00	\$1,500.00	\$ 4,500.00
9	M9	Job Site Safety	1	LS	\$35,000.00	\$ 35,000.00	\$5,060.00	\$ 5,060.00	\$20,000.00	\$ 20,000.00	\$15,000.00	\$ 15,000.00
10	M10	Material Mark-up		NA	40%		15%		20%		20%	
11	M11	Labor Mark-up (Regular Work Hours)		NA	40%		15%		20%		20%	
12	M12	Equipment Rental Mark-up (Non-Standard Equipment Only)		NA	40%		15%		20%		20%	
					Subtotal	\$ 342,610.00	Subtotal	\$ 842,389.00	Subtotal	\$ 372,080.00	Subtotal	\$ 335,982.00
1	D1	Removal & Disposal of Existing Water Main	1,400	LF	\$51.30	\$ 71,820.00	\$42.55	\$ 59,570.00	\$15.00	\$ 21,000.00	\$18.75	\$ 26,250.00
2	D2	Flowable Fill for Existing Pipes Abandoned In Place	4	CY	\$600.00	\$ 2,400.00	\$448.00	\$ 1,792.00	\$50.00	\$ 200.00	\$162.50	\$ 650.00
3	D3	Removal & Disposal of Existing Unclassified Pavement	20,114	SY	\$9.00	\$ 181,026.00	\$6.95	\$ 139,792.30	\$5.50	\$ 110,627.00	\$12.00	\$ 241,368.00
4	D4	Removal & Disposal of Existing Unclassified Concrete Pavement	733	SY	\$15.00	\$ 10,995.00	\$43.55	\$ 31,922.15	\$12.00	\$ 8,796.00	\$56.00	\$ 41,048.00
5	D5	Unclassified Roadway Excavation (Depth ≤ 10")	23,747	SY	\$12.00	\$ 284,964.00	\$1.70	\$ 40,369.90	\$3.00	\$ 71,241.00	\$13.00	\$ 308,711.00
6	D6	Removal & Disposal of Existing Concrete Curb & Gutter	1,160	LF	\$15.00	\$ 17,400.00	\$10.60	\$ 12,296.00	\$5.00	\$ 5,800.00	\$21.00	\$ 24,360.00
7	D7	Removal & Disposal of Existing Fence	333	LF	\$35.00	\$ 11,655.00	\$24.65	\$ 8,208.45	\$20.00	\$ 6,660.00	\$27.50	\$ 9,157.50
					Subtotal	\$ 580,260.00	Subtotal	\$ 293,950.80	Subtotal	\$ 224,324.00	Subtotal	\$ 651,544.50
1	W1	6" AWWA C-900 DR18, PVC, Water Main	40	LF	\$195.75	\$ 7,830.00	\$162.40	\$ 6,496.00	\$111.00	\$ 4,440.00	\$81.25	\$ 3,250.00
2	W1	8" AWWA C-900 DR18, PVC, Water Main	2,000	LF	\$225.45	\$ 450,900.00	\$187.05	\$ 374,100.00	\$125.00	\$ 250,000.00	\$93.75	\$ 187,500.00
3	W1	12" AWWA C-900 DR18, PVC, Water Main	100	LF	\$249.75	\$ 24,975.00	\$207.20	\$ 20,720.00	\$162.00	\$ 16,200.00	\$156.25	\$ 15,625.00
4	W2	8" Gate Valve & Box (MJxMJ/FL)	6	EA	\$3,915.00	\$ 23,490.00	\$3,248.00	\$ 19,488.00	\$3,661.00	\$ 21,966.00	\$3,875.00	\$ 23,250.00
5	W2	12" Gate Valve & Box (MJxMJ/FL)	3	EA	\$7,425.00	\$ 22,275.00	\$6,160.00	\$ 18,480.00	\$6,031.00	\$ 18,093.00	\$7,375.00	\$ 22,125.00
6	W3	8" Dresser Coupling	1	EA	\$3,375.00	\$ 3,375.00	\$2,800.00	\$ 2,800.00	\$1,763.00	\$ 1,763.00	\$3,125.00	\$ 3,125.00
7	W4	Fire Hydrant Assembly & Riser	2	EA	\$11,475.00	\$ 22,950.00	\$9,520.00	\$ 19,040.00	\$7,594.00	\$ 15,188.00	\$7,250.00	\$ 14,500.00
8	W5	8"x1" Tapping Saddle	27	EA	\$675.00	\$ 18,225.00	\$560.00	\$ 15,120.00	\$1,132.00	\$ 30,564.00	\$3,437.00	\$ 92,799.00
9	W6	1" Water Service Connection	27	EA	\$9,416.25	\$ 254,238.75	\$3,472.00	\$ 93,744.00	\$1,903.00	\$ 51,381.00	\$1,625.00	\$ 43,875.00
10	W7	1" Water Service Lateral	600	LF	\$20.25	\$ 12,150.00	\$16.80	\$ 10,080.00	\$10.00	\$ 6,000.00	\$37.50	\$ 22,500.00
11	W8	Water Meter Installation (New Service Lateral)	14	EA	\$405.00	\$ 5,670.00	\$336.00	\$ 4,704.00	\$825.00	\$ 11,550.00	\$687.50	\$ 9,625.00
12	W9	Ductile Iron Fittings	1	TON	\$48,600.00	\$ 39,852.00	\$40,320.00	\$ 33,062.40	\$20,000.00	\$ 16,400.00	\$25,200.00	\$ 20,664.00
13	W10	Open Trenching of Water Main	2,740	LF	\$16.18	\$ 44,333.20	\$13.45	\$ 36,853.00	\$26.00	\$ 71,240.00	\$43.75	\$ 119,875.00
					Subtotal	\$ 930,263.95	Subtotal	\$ 654,687.40	Subtotal	\$ 514,785.00	Subtotal	\$ 578,713.00
1	P1	Subgrade Preparation (Depth ≤ 8")	20,055	SY	\$7.50	\$ 150,412.50	\$2.50	\$ 50,137.50	\$7.00	\$ 140,385.00	\$10.75	\$ 215,591.25
2	P2	2" Type D HMA Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY @ 1" Thick)	17,808	SY	\$20.20	\$ 359,721.60	\$22.00	\$ 391,776.00	\$30.00	\$ 534,240.00	\$21.50	\$ 382,872.00
3	P3	7" Jointed Concrete Pavement	465	SY	\$150.00	\$ 69,750.00	\$171.65	\$ 79,817.25	\$125.00	\$ 58,125.00	\$113.00	\$ 52,545.00
4	P4	8" Flexible Base (Type A, Grade 4)	20,517	SY	\$12.55	\$ 257,488.35	\$14.00	\$ 287,238.00	\$20.00	\$ 410,340.00	\$18.25	\$ 374,435.25
5	P4	6" Flexible Base (Type A, Grade 4)	33	SY	\$18.00	\$ 594.00	\$39.90	\$ 1,316.70	\$25.00	\$ 825.00	\$65.00	\$ 2,145.00
6	P5	Bituminous Prime Coat (MC-30, 0.20 Gal / SY)	3,562	GAL	\$8.50	\$ 30,277.00	\$6.50	\$ 23,153.00	\$5.95	\$ 21,193.90	\$8.00	\$ 28,496.00
7	P6	6" Concrete Fillet	367	SY	\$140.00	\$ 51,380.00	\$126.05	\$ 46,260.35	\$90.56	\$ 33,235.52	\$113.00	\$ 41,471.00
8	P7	6" Concrete Valley Gutter	526	SY	\$150.00	\$ 78,900.00	\$131.55	\$ 69,195.30	\$90.56	\$ 47,634.56	\$113.00	\$ 59,438.00
9	P8	6" Concrete Alley Approach	33	SY	\$150.00	\$ 4,950.00	\$133.05	\$ 4,390.65	\$90.56	\$ 2,988.48	\$113.00	\$ 3,729.00
10	P9	6" Residential Concrete Driveway Approach	292	SY	\$125.00	\$ 36,500.00	\$121.85	\$ 35,580.20	\$90.56	\$ 26,443.52	\$113.00	\$ 32,996.00
11	P10	Type A Concrete Curb & Gutter	5,002	LF	\$38.50	\$ 192,577.00	\$33.35	\$ 166,816.70	\$26.45	\$ 132,302.90	\$34.00	\$ 170,068.00
12	P10	Type D Concrete Laydown Curb & Gutter	1,161	LF	\$45.00	\$ 52,245.00	\$36.50	\$ 42,376.50	\$26.45	\$ 30,708.45	\$34.00	\$ 39,474.00
13	P11	Transition to Laydown Curb	375	LF	\$45.00	\$ 16,875.00	\$40.55	\$ 15,206.25	\$26.45	\$ 9,918.75	\$34.00	\$ 12,750.00
14	P12	Concrete Pedestrian Access Ramp	72	SY	\$120.00	\$ 8,640.00	\$332.85	\$ 23,965.20	\$150.00	\$ 10,800.00	\$250.00	\$ 18,000.00
15	P13	4" Concrete Sidewalk	980	SY	\$85.00	\$ 83,300.00	\$102.95	\$ 100,891.00	\$56.95	\$ 55,811.00	\$103.00	\$ 100,940.00
16	P14	Manhole Ring & Cover Adjustment	8	EA	\$4,500.00	\$ 36,000.00	\$2,100.00	\$ 16,800.00	\$2,600.00	\$ 20,800.00	\$2,062.00	\$ 16,496.00
17	P15	Water Valve Box Ring & Cover Adjustment	21	EA	\$3,000.00	\$ 63,000.00	\$1,220.00	\$ 25,620.00	\$1,000.00	\$ 21,000.00	\$938.00	\$ 19,698.00
18	P16	Meter Box Adjustment	9	EA	\$100.00	\$ 900.00	\$1,220.00	\$ 10,980.00	\$800.00	\$ 7,200.00	\$562.00	\$ 5,058.00
19	P17	Flowable Fill / 2-Sack Backfill	52	SY	\$80.00	\$ 4,160.00	\$61.85	\$ 3,216.20	\$150.00	\$ 7,800.00	\$162.50	\$ 8,450.00
					Subtotal	\$ 1,497,670.45	Subtotal	\$ 1,394,736.80	Subtotal	\$ 1,571,752.08	Subtotal	\$ 1,584,652.50
					Base Bid Total =	\$ 3,350,804.40	Base Bid Total =	\$ 3,185,764.00	Base Bid Total =	\$ 2,682,941.08	Base Bid Total =	\$ 3,150,892.00

PACKET

EXHIBIT "A"

February 13, 2024

City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 2023

Project Number: P23-17
City of Midland - Capital Improvements
January 24, 2024

BID TAB					Permian Paving		Reece Albert		Boler Equipment Service, Inc		Onyx	
Bid Item	Pay Note	Description	Quantity	Units	Unit Price	Actual Bid Total	Unit Price	Actual Bid Total	Unit Price	Actual Bid Total	Unit Price	Actual Bid Total
1	M1	Mobilization	1	LS	\$150,000.00	\$ 150,000.00	\$760,724.95	\$ 760,724.95	\$250,000.00	\$ 250,000.00	\$175,000.00	\$ 175,000.00
2	M2	Relocate Mailbox Foundation	14	EA	\$1,000.00	\$ 14,000.00	\$760.00	\$ 10,640.00	\$1,000.00	\$ 14,000.00	\$3,000.00	\$ 42,000.00
3	M3	Erosion/Sediment Control	1	LS	\$42,500.00	\$ 42,500.00	\$9,785.00	\$ 9,785.00	\$30,000.00	\$ 30,000.00	\$50,000.00	\$ 50,000.00
4	M4	Traffic Control	1	LS	\$75,000.00	\$ 75,000.00	\$36,795.00	\$ 36,795.00	\$32,000.00	\$ 32,000.00	\$28,000.00	\$ 28,000.00
5	M5	Removal & Disposal of Metal Post	2	EA	\$200.00	\$ 400.00	\$273.30	\$ 546.60	\$500.00	\$ 1,000.00	\$1,000.00	\$ 2,000.00
6	M6	Install Chain Link Fence (6')	162	LF	\$80.00	\$ 12,960.00	\$76.15	\$ 12,336.30	\$90.00	\$ 14,580.00	\$85.00	\$ 13,770.00
7	M7	Install Chain Link Gate	3	EA	\$2,000.00	\$ 6,000.00	\$1,705.75	\$ 5,117.25	\$1,000.00	\$ 3,000.00	\$1,904.00	\$ 5,712.00
8	M8	Removal & Disposal of Tree Stump	3	EA	\$2,250.00	\$ 6,750.00	\$461.30	\$ 1,383.90	\$2,500.00	\$ 7,500.00	\$1,500.00	\$ 4,500.00
9	M9	Job Site Safety	1	LS	\$35,000.00	\$ 35,000.00	\$5,060.00	\$ 5,060.00	\$20,000.00	\$ 20,000.00	\$15,000.00	\$ 15,000.00
10	M10	Material Mark-up		NA	40%		15%		20%		20%	
11	M11	Labor Mark-up (Regular Work Hours)		NA	40%		15%		20%		20%	
12	M12	Equipment Rental Mark-up (Non-Standard Equipment Only)		NA	40%		15%		20%		20%	
					Subtotal	\$ 342,610.00	Subtotal	\$ 842,389.00	Subtotal	\$ 372,080.00	Subtotal	\$ 335,982.00
1	D1	Removal & Disposal of Existing Water Main	1,400	LF	\$51.30	\$ 71,820.00	\$42.55	\$ 59,570.00	\$15.00	\$ 21,000.00	\$18.75	\$ 26,250.00
2	D2	Flowable Fill for Existing Pipes Abandoned In Place	4	CY	\$600.00	\$ 2,400.00	\$448.00	\$ 1,792.00	\$50.00	\$ 200.00	\$162.50	\$ 650.00
3	D3	Removal & Disposal of Existing Unclassified Pavement	20,114	SY	\$9.00	\$ 181,026.00	\$6.95	\$ 139,792.30	\$5.50	\$ 110,627.00	\$12.00	\$ 241,368.00
4	D4	Removal & Disposal of Existing Unclassified Concrete Pavement	733	SY	\$15.00	\$ 10,995.00	\$43.55	\$ 31,922.15	\$12.00	\$ 8,796.00	\$56.00	\$ 41,048.00
5	D5	Unclassified Roadway Excavation (Depth ≤ 10")	23,747	SY	\$12.00	\$ 284,964.00	\$1.70	\$ 40,369.90	\$3.00	\$ 71,241.00	\$13.00	\$ 308,711.00
6	D6	Removal & Disposal of Existing Concrete Curb & Gutter	1,160	LF	\$15.00	\$ 17,400.00	\$10.60	\$ 12,296.00	\$5.00	\$ 5,800.00	\$21.00	\$ 24,360.00
7	D7	Removal & Disposal of Existing Fence	333	LF	\$35.00	\$ 11,655.00	\$24.65	\$ 8,208.45	\$20.00	\$ 6,660.00	\$27.50	\$ 9,157.50
					Subtotal	\$ 580,260.00	Subtotal	\$ 293,950.80	Subtotal	\$ 224,324.00	Subtotal	\$ 651,544.50
1	W1	6" AWWA C-900 DR18, PVC, Water Main	40	LF	\$195.75	\$ 7,830.00	\$162.40	\$ 6,496.00	\$111.00	\$ 4,440.00	\$81.25	\$ 3,250.00
2	W1	8" AWWA C-900 DR18, PVC, Water Main	2,000	LF	\$225.45	\$ 450,900.00	\$187.05	\$ 374,100.00	\$125.00	\$ 250,000.00	\$93.75	\$ 187,500.00
3	W1	12" AWWA C-900 DR18, PVC, Water Main	100	LF	\$249.75	\$ 24,975.00	\$207.20	\$ 20,720.00	\$162.00	\$ 16,200.00	\$156.25	\$ 15,625.00
4	W2	8" Gate Valve & Box (MJxMJ/FL)	6	EA	\$3,915.00	\$ 23,490.00	\$3,248.00	\$ 19,488.00	\$3,661.00	\$ 21,966.00	\$3,875.00	\$ 23,250.00
5	W2	12" Gate Valve & Box (MJxMJ/FL)	3	EA	\$7,425.00	\$ 22,275.00	\$6,160.00	\$ 18,480.00	\$6,031.00	\$ 18,093.00	\$7,375.00	\$ 22,125.00
6	W3	8" Dresser Coupling	1	EA	\$3,375.00	\$ 3,375.00	\$2,800.00	\$ 2,800.00	\$1,763.00	\$ 1,763.00	\$3,125.00	\$ 3,125.00
7	W4	Fire Hydrant Assembly & Riser	2	EA	\$11,475.00	\$ 22,950.00	\$9,520.00	\$ 19,040.00	\$7,594.00	\$ 15,188.00	\$7,250.00	\$ 14,500.00
8	W5	8"x1" Tapping Saddle	27	EA	\$675.00	\$ 18,225.00	\$560.00	\$ 15,120.00	\$1,132.00	\$ 30,564.00	\$3,437.00	\$ 92,799.00
9	W6	1" Water Service Connection	27	EA	\$9,416.25	\$ 254,238.75	\$3,472.00	\$ 93,744.00	\$1,903.00	\$ 51,381.00	\$1,625.00	\$ 43,875.00
10	W7	1" Water Service Lateral	600	LF	\$20.25	\$ 12,150.00	\$16.80	\$ 10,080.00	\$10.00	\$ 6,000.00	\$37.50	\$ 22,500.00
11	W8	Water Meter Installation (New Service Lateral)	14	EA	\$405.00	\$ 5,670.00	\$336.00	\$ 4,704.00	\$825.00	\$ 11,550.00	\$687.50	\$ 9,625.00
12	W9	Ductile Iron Fittings	1	TON	\$48,600.00	\$ 39,852.00	\$40,320.00	\$ 33,062.40	\$20,000.00	\$ 16,400.00	\$25,200.00	\$ 20,664.00
13	W10	Open Trenching of Water Main	2,740	LF	\$16.18	\$ 44,333.20	\$13.45	\$ 36,853.00	\$26.00	\$ 71,240.00	\$43.75	\$ 119,875.00
					Subtotal	\$ 930,263.95	Subtotal	\$ 654,687.40	Subtotal	\$ 514,785.00	Subtotal	\$ 578,713.00
1	P1	Subgrade Preparation (Depth ≤ 8")	20,055	SY	\$7.50	\$ 150,412.50	\$2.50	\$ 50,137.50	\$7.00	\$ 140,385.00	\$10.75	\$ 215,591.25
2	P2	2" Type D HMA Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY @ 1" Thick)	17,808	SY	\$20.20	\$ 359,721.60	\$22.00	\$ 391,776.00	\$30.00	\$ 534,240.00	\$21.50	\$ 382,872.00
3	P3	7" Jointed Concrete Pavement	465	SY	\$150.00	\$ 69,750.00	\$171.65	\$ 79,817.25	\$125.00	\$ 58,125.00	\$113.00	\$ 52,545.00
4	P4	8" Flexible Base (Type A, Grade 4)	20,517	SY	\$12.55	\$ 257,488.35	\$14.00	\$ 287,238.00	\$20.00	\$ 410,340.00	\$18.25	\$ 374,435.25
5	P4	6" Flexible Base (Type A, Grade 4)	33	SY	\$18.00	\$ 594.00	\$39.90	\$ 1,316.70	\$25.00	\$ 825.00	\$65.00	\$ 2,145.00
6	P5	Bituminous Prime Coat (MC-30, 0.20 Gal / SY)	3,562	GAL	\$8.50	\$ 30,277.00	\$6.50	\$ 23,153.00	\$5.95	\$ 21,193.90	\$8.00	\$ 28,496.00
7	P6	6" Concrete Fillet	367	SY	\$140.00	\$ 51,380.00	\$126.05	\$ 46,260.35	\$90.56	\$ 33,235.52	\$113.00	\$ 41,471.00
8	P7	6" Concrete Valley Gutter	526	SY	\$150.00	\$ 78,900.00	\$131.55	\$ 69,195.30	\$90.56	\$ 47,634.56	\$113.00	\$ 59,438.00
9	P8	6" Concrete Alley Approach	33	SY	\$150.00	\$ 4,950.00	\$133.05	\$ 4,390.65	\$90.56	\$ 2,988.48	\$113.00	\$ 3,729.00
10	P9	6" Residential Concrete Driveway Approach	292	SY	\$125.00	\$ 36,500.00	\$121.85	\$ 35,580.20	\$90.56	\$ 26,443.52	\$113.00	\$ 32,996.00
11	P10	Type A Concrete Curb & Gutter	5,002	LF	\$38.50	\$ 192,577.00	\$33.35	\$ 166,816.70	\$26.45	\$ 132,302.90	\$34.00	\$ 170,068.00
12	P10	Type D Concrete Laydown Curb & Gutter	1,161	LF	\$45.00	\$ 52,245.00	\$36.50	\$ 42,376.50	\$26.45	\$ 30,708.45	\$34.00	\$ 39,474.00
13	P11	Transition to Laydown Curb	375	LF	\$45.00	\$ 16,875.00	\$40.55	\$ 15,206.25	\$26.45	\$ 9,918.75	\$34.00	\$ 12,750.00
14	P12	Concrete Pedestrian Access Ramp	72	SY	\$120.00	\$ 8,640.00	\$332.85	\$ 23,965.20	\$150.00	\$ 10,800.00	\$250.00	\$ 18,000.00
15	P13	4" Concrete Sidewalk	980	SY	\$85.00	\$ 83,300.00	\$102.95	\$ 100,891.00	\$56.95	\$ 55,811.00	\$103.00	\$ 100,940.00
16	P14	Manhole Ring & Cover Adjustment	8	EA	\$4,500.00	\$ 36,000.00	\$2,100.00	\$ 16,800.00	\$2,600.00	\$ 20,800.00	\$2,062.00	\$ 16,496.00
17	P15	Water Valve Box Ring & Cover Adjustment	21	EA	\$3,000.00	\$ 63,000.00	\$1,220.00	\$ 25,620.00	\$1,000.00	\$ 21,000.00	\$938.00	\$ 19,698.00
18	P16	Meter Box Adjustment	9	EA	\$100.00	\$ 900.00	\$1,220.00	\$ 10,980.00	\$800.00	\$ 7,200.00	\$562.00	\$ 5,058.00
19	P17	Flowable Fill / 2-Sack Backfill	52	SY	\$80.00	\$ 4,160.00	\$61.85	\$ 3,216.20	\$150.00	\$ 7,800.00	\$162.50	\$ 8,450.00
					Subtotal	\$ 1,497,670.45	Subtotal	\$ 1,394,736.80	Subtotal	\$ 1,571,752.08	Subtotal	\$ 1,584,652.50
					Base Bid Total = \$ 3,350,804.40 Base Bid Total = \$ 3,185,764.00 Base Bid Total = \$ 2,682,941.08 Base Bid Total = \$ 3,150,892.00							

PACKET

35.8

February 13, 2024



PROJECT MANUAL

Project Name: City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 2023

Project Number: P23-17

MAYOR

Lori Blong

COUNCIL MEMBERS

District 1 Scott Dufford
District 2 John Norman
At-Large Dan Corrales

District 3 Jack Ladd
District 4 Amy Stretcher Burkes
At Large Robin Poole

CAPITAL IMPROVEMENTS DIRECTOR

Kerry J. Koehler, P.E.



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PROCUREMENT AND CONTRACT DOCUMENTS

BID NOTICE

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

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.

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 17th day of January, 2024, and publicly opened and read aloud at that time.

Delivery of Submittals

Bid packets must be received in the City Secretary's Office no later than January 17, 2024 at 2:00 p.m. Bidders are responsible for the means of timely delivering the bid packet. Delays due to any instrumentality used to transmit the bid packet (e.g., delay occasioned by a bidder, City's internal mailing system, etc.) are the sole responsibility of the bidder. **Late bid packets will not be accepted under any circumstances.**

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

The Proposed Work provides for the furnishing of materials and labor for City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 2023 together with other miscellaneous and appurtenant work.

ATTENTION: A NON-MANDATORY PRE-BID MEETING will be held at 3:00 p.m. on Wednesday, January 10th, 2024 in the basement conference room of City Hall, 300 N. Loraine Street, Midland, Texas.

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

Kjones@midlandtexas.gov

The deadline for submitting additional questions after the Non-Mandatory Pre-Bid Meeting is Noon on Friday, January 12th, 2024. Questions submitted before the Noon deadline will be included in the Addendum that will go out that same day along with all discussion items, questions, answers, and any new information resulting from the Non-Mandatory Pre-Bid Meeting. Questions submitted after the Noon deadline will not receive any additional information and will instead only be directed to the information already provided.

Bids will be received on a unit price basis.

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

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

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

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

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

WAIVER OF ATTORNEY FEES

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

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

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

WAIVER

BIDDER'S WAIVER:

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

1. THE ADMINISTRATION, EVALUATION OR RECOMMENDATION OF ANY BID;
2. WAIVER OR DELETION OF ANY OF THE REQUIREMENTS UNDER THE BID DOCUMENTS OR THE CONTRACT DOCUMENTS;
3. ACCEPTANCE OR REJECTION OF ANY BIDS; OR
4. AWARD OF THE CONTRACT

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

City of Midland

Marcia Bentley-German
City Secretary

Form Revised December 2023

INSTRUCTION AND INFORMATION FOR BIDDERS

1. LOCATION AND EXTENT OF WORK

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

The location and details for the construction and related work are shown upon a set of drawings titled CITY OF MIDLAND PAVING, ALLEYS, STREETS & SIDEWALKS (COMPASS) 2023, dated 12/19/2023 and numbered from C100 (1) through C424 (55) inclusive, dated 07/28/2022 and numbered from 1 (56) through 15 (70) inclusive, dated 09/25/2023 and numbered from 001 (71) through 023 (93) 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 December 2023

NOTICE TO BIDDERS

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

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

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

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

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

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

CITY OF MIDLAND

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

Affidavit of Eligibility

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

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

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

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

Complete all areas below. Incomplete affidavits may be rejected.

Local Business Name: Boler Equipment Service, Inc.

Local Address (must be within the City limits): 4611 Sinclair Ave

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? 13
3. Year your business was established in the City of Midland: 1987
4. If you collect sales tax for ANY class of customer, provide the following Reseller information:

Reseller Permit Number: 17524445826

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

Boler Equipment Service, Inc.

4611 Sinclair Ave

Midland, TX 79707

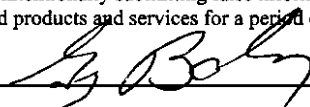
5. Does your business have more than one office in the State of Texas? ☐ Yes ☒ No
If Yes, identify the office location considered as the point-of sale for the purpose of sales tax calculation:

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: 1.24.2024

Printed Name and Title: Greg Boler - Vice President

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: City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 2023
Project Number: P23-17

Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	1 LS	Mobilization, furnished, installed, complete and in place, for the sum of: Two Hundred Fifty Thousand dollars and no cents per lump sum. (Pay Note M1)	\$ 250,000.00	\$ 250,000.00
2)	14 EA	Relocate Mailbox Foundation, furnished, installed, complete and in place, for the sum of: One Thousand dollars and no cents per each. (Pay Note M2)	\$ 1,000.00	\$ 14,000.00
3)	1 LS	Erosion/Sediment Control, furnished, installed, complete and in place, for the sum of: Thirty Thousand dollars and no cents per lump sum. (Pay Note M3)	\$ 30,000.00	\$ 30,000.00
4)	1 LS	Traffic Control, furnished, installed, complete and in place, for the sum of: Thirty Two Thousand dollars and no cents per lump sum. (Pay Note M4)	\$ 32,000.00	\$ 32,000.00

Miscellaneous Items				
Item No.	Quantity	Description	Unit Price	Total Amount
5)	2 EA	Removal & Disposal of Metal Post, complete and in place, for the sum of: Five Hundred _____ dollars and _____ no _____ cents per each. (Pay Not M5)	\$500.00	\$1,000.00
6)	162 LF	Install Chain Link Fence (6'), furnished, installed, complete and in place, for the sum of: Ninety _____ dollars and _____ no _____ cents per linear foot. (Pay Note M6)	\$90.00	\$14,580.00
7)	3 EA	Install Chain Link Gate, furnished, installed, complete and in place, for the sum of: One Thousand _____ dollars and _____ no _____ cents per each. (Pay Note M7)	\$1,000.00	3,000.00
8)	3 EA	Removal & Disposal of Tree Stump, complete and in place, for the sum of: Two Thousand Five Hundred _____ dollars and _____ no _____ cents per each. (Pay Not M8)	\$2,500.00	\$7,500.00
9)	1 LS	Job Site Safety, furnished, installed, complete and in place, for the sum of: Twenty Thousand _____ dollars and _____ no _____ cents per lump sum. (Pay Note M9)	\$ 20,000.00	\$ 20,000.00
10)	N/A	Material Mark-up, complete and in place, for the sum of: Twenty _____ percent. (Pay Note M10)	% 20	\$ N/A
11)	N/A	Labor Mark-up (Regular Work Hours), complete and in place, for the sum of: Twenty _____ percent. (Pay Note M11)	% 20	\$ N/A
12)	N/A	Equipment Rental Mark-up (Non-Standard Equipment Only), complete and in place, for the sum of: Twenty _____ percent. (Pay Note M12)	% 20	\$ N/A
Total Miscellaneous Items 1-12		\$ 372,080.00		

Demolition Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	1400 LF	Removal & Disposal of Existing Water Main, complete and in place, for the sum of: Fifteen _____ dollars and _____ no _____ cents per linear foot. (Pay Note D1)	\$ 15.00	\$ 21,000.00
2)	4 CY	Flowable Fill for Existing Pipes Abandoned in Place, furnished, installed, complete and in place, for the sum of: Fifty _____ dollars and _____ no _____ cents per cubic yard. (Pay Note D2)	\$ 50.00	\$ 200.00
3)	20,114 SY	Removal & Dispose of Existing Unclassified Pavement, complete and in place, for the sum of: Five _____ dollars and _____ Fifty _____ cents per square yard. (Pay Note D3)	\$ 5.50	\$ 110,627.00
4)	733 SY	Removal & Disposal of Existing Unclassified Concrete Pavement, complete and in place, for the sum of: Twelve _____ dollars and _____ no _____ cents per square yard. (Pay Note D4)	\$ 12.00	\$ 8,796.00
5)	23,747 SY	Unclassified Roadway Excavation (Depth $\leq$ 10"), complete and in place, for the sum of: Three _____ dollars and _____ no _____ cents per square yard. (Pay Note D5)	\$ 3.00	\$ 71,241.00
6)	1160 LF	Removal & Disposal of Existing Concrete Curb & Gutter, complete and in place, for the sum of: Five _____ dollars and _____ no _____ cents per linear foot. (Pay Note D6)	\$ 5.00	\$ 5,800.00
7)	333 LF	Removal & Disposal of Existing Fence, complete and in place, for the sum of: Twenty _____ dollars and _____ no _____ cents per linear foot. (Pay Note D7)	\$ 20.00	\$ 6,660.00
Total Demolition Items 1-7			\$ 224,324.00	

Base Bid: Water Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	40 LF	6" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place, for the sum of: One Hundred Eleven _____ dollars and _____ no _____ cents per linear foot. (Pay Note W1)	\$ 111.00	\$ 4,440.00
2)	2000 LF	8" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place, for the sum of: One Hundred Twenty Five _____ dollars and _____ no _____ cents per linear foot. (Pay Note W1)	\$ 125.00	\$ 250,000.00
3)	100 LF	12" AWWA C-900 DR18, PVC, Water Main, furnished, installed, complete and in place, for the sum of: One Hundred Sixty Two _____ dollars and _____ no _____ cents per linear foot. (Pay Note W1)	\$ 162.00	\$ 16,200.00
4)	6 EA	8" Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place, for the sum of: Three Thousand Six Hundred Sixty One _____ dollars and _____ no _____ cents per each. (Pay Note W2)	\$ 3,661.00	\$ 21,966.00
5)	3 EA	12" Gate Valve & Box (MJxMJ/FL), furnished, installed, complete and in place, for the sum of: Six Thousand Thirty One _____ dollars and _____ no _____ cents per each. (Pay Note W2)	\$ 6,031.00	\$ 18,093.00
6)	1 EA	8" Dresser Coupling with 6" Reducer, furnished, installed, complete and in place, for the sum of: One Thousand Seven Hundred Sixty Three _____ dollars and _____ no _____ cents per each. (Pay Note W3)	\$ 1,763.00	\$ 1,763.00
7)	2 EA	Fire Hydrant Assembly & Riser, furnished, installed, complete and in place, for the sum of: Seven Thousand Five Hundred Ninety Four _____ dollars and _____ no _____ cents per each. (Pay Note W4)	\$ 7,594.00	\$ 15,188.00

Base Bid: Water Items				
Item No.	Quantity	Description	Unit Price	Total Amount
8)	27 EA	8"x1" Tapping Saddle for water service connection, furnished, installed, complete and in place, for the sum of: One Thousand One Hundred Thirty Two _____ dollars and _____ no _____ cents per each. (Pay Note W5)	\$ 1,132.00	\$ 30,564.00
9)	27 EA	1" Water Service Connection, furnished, installed, complete and in place, for the sum of: One Thousand Nine Hundred Three _____ dollars and _____ no _____ cents per each. (Pay Note W6)	\$ 1,903.00	\$ 51,381.00
10)	600 LF	1" Water Service Lateral, furnished, installed, complete and in place, for the sum of: Ten _____ dollars and _____ no _____ cents per linear foot. (Pay Note W7)	\$ 10.00	\$ 6,000.00
11)	14 EA	Water Meter Installation (New Service Lateral), furnished, installed, complete and in place, for the sum of: Eight Hundred Twenty Five _____ dollars and _____ no _____ cents per each. (Pay Note W8)	\$ 825.00	\$ 11,550.00
12)	.82 TON	Ductile Iron Fittings, furnished, installed, complete and in place, for the sum of: Twenty Thousand _____ dollars and _____ no _____ cents per ton. (Pay Note W9)	\$ 20,000.00	\$ 16,400.00
13)	2740 LF	Open Trenching of Water Main, furnished, installed, complete and in place, for the sum of: Twenty Six _____ dollars and _____ no _____ cents per linear foot. (Pay Note W10)	\$ 26.00	\$ 71,240.00
Total Water Items 1-13			\$ 514,785.00	

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
1)	20,055 SY	Subgrade Preparation (Depth $\leq$ 8"), furnished, installed, complete and in place, for the sum of: Seven _____ dollars and _____ no _____ cents per square yard. (Pay Note P1)	\$ 7.00	\$ 140,385.00
2)	17,808 SY	2" Type D HMA Asphalt Pavement Surface Course (PG70-22, 110 LBS / SY @ 1" Thick), furnished, installed, complete and in place, for the sum of: Thirty _____ dollars and _____ no _____ cents per square yard. (Pay Note P2)	\$ 30.00	\$ 534,240.00
3)	465 SY	7" Jointed Concrete Pavement, furnished, installed, complete and in place, for the sum of: One Hundred Twenty Five _____ dollars and _____ no _____ cents per square yard. (Pay Note P3)	\$ 125.00	\$ 58,125.00
4)	20,517 SY	8" Flexible Base (Type A, Grade 4), furnished, installed, complete and in place, for the sum of: Twenty _____ dollars and _____ no _____ cents per square yard. (Pay Note P4)	\$ 20.00	\$ 410,340.00
5)	33 SY	6" Flexible Base (Type A, Grade 4), furnished, installed, complete and in place, for the sum of: Twenty Five _____ dollars and _____ no _____ cents per square yard. (Pay Note P4)	\$ 25.00	\$ 825.00
6)	3,562 GAL	Bituminous Prime Coat, furnished, installed, complete and in place, for the sum of: Five _____ dollars and _____ Ninety Five _____ cents per gallon. (Pay Note P5)	\$ 5.95	\$ 21,193.90
7)	367 SY	6" Concrete Fillet, furnished, installed, complete and in place, for the sum of: Ninety _____ dollars and _____ Fifty Six _____ cents per square yard. (Pay Note P6)	\$ 90.56	\$ 33,235.52

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
8)	526 SY	6" Concrete Valley Gutter, furnished, installed, complete and in place, for the sum of: Ninety _____ dollars and Fifty Six _____ cents per square yard. (Pay Note P7)	\$ 90.56	\$ 47,634.56
9)	33 SY	6" Concrete Alley Approach, furnished, installed, complete and in place, for the sum of: Ninety _____ dollars and Fifty Six _____ cents per square yard. (Pay Note P8)	\$ 90.56	\$ 2,988.48
10)	292 SY	6" Residential Concrete Driveway Approach, furnished, installed, complete and in place, for the sum of: Ninety _____ dollars and Fifty Six _____ cents per square yard. (Pay Note P9)	\$ 90.56	\$ 26,443.52
11)	5,002 LF	Type A Concrete Curb & Gutter, furnished, installed, complete and in place, for the sum of: Twenty Six _____ dollars and Forty Five _____ cents per linear foot. (Pay Note P10)	\$ 26.45	\$ 132,302.90
12)	1,161 LF	Type D Concrete Laydown Curb & Gutter, furnished, installed, complete and in place, for the sum of: Twenty Six _____ dollars and Forty Five _____ cents per linear foot. (Pay Note P10)	\$ 26.45	\$30,708.45
13)	375 LF	Transition to Lay Down Curb, furnished, installed, complete and in place, for the sum of: Twenty Six _____ dollars and Forty Five _____ cents per linear foot. (Pay Note P11)	\$26.45	\$9,918.75
14)	72 SY	Concrete Pedestrian Access Ramp, furnished, installed, complete and in place, for the sum of: One Hundred Fifty _____ dollars and no _____ cents per square yard. (Pay Note P12)	\$ 150.00	\$ 10,800.00

Paving Items				
Item No.	Quantity	Description	Unit Price	Total Amount
15)	980 SY	4" Concrete Sidewalk, furnished, installed, complete and in place, for the sum of: Fifty Six _____ dollars and _____ Ninety Five _____ cents per square yard. (Pay Note P13)	\$ 56.95	\$ 55,811.00
16)	8 EA	Manhole Ring & Cover Adjustment, furnished, installed, complete and in place, for the sum of: Two Thousand Six Hundred _____ dollars and _____ no _____ cents per each. (Pay Note P14)	\$ 2,600.00	\$ 20,800.00
17)	21 EA	Water Valve Box Ring & Cover Adjustment, furnished, installed, complete and in place, for the sum of: One Thousand _____ dollars and _____ no _____ cents per each. (Pay Note P15)	\$ 1,000.00	\$ 21,000.00
18)	9 EA	Meter Box Adjustment, furnished, installed, complete and in place, for the sum of: Eight Hundred _____ dollars and _____ no _____ cents per each. (Pay Note P16)	\$ 800.00	\$ 7,200.00
19)	52 SY	Flowable Fill / 2-Sack Backfill, furnished, installed, complete and in place, for the sum of: One Hundred Fifty _____ dollars and _____ no _____ cents per square yard. (Pay Note P17)	\$ 150.00	\$ 7,800.00
Total Paving Items 1-20			\$ 1,571,752.08	

Price For:	
1. Miscellaneous Items	\$ 372,080.00
2. Demolition Items	\$ 224,324.00
3. Water Items	\$ 514,785.00
4. Paving Items	\$ 1,571,752.08
Total Price	\$ 2,682,941.08

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

Two Million Six Hundred Eighty Two Thousand Nine Hundred Forty One dollars
and Eight 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 240 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.

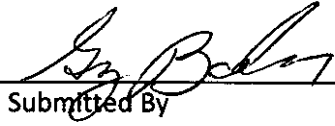
Enclosed herewith in this proposal is a cashier's check, cash or bid bond on a form approved by the City Attorney, for

One Hundred Thirty Four Thousand One Hundred Forty Seven dollars
and Five cents total. (\$ 134,147.05)

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.

Boler Equipment Service, Inc.

Name of Contractor



Greg Boler - Vice President

Submitted By

Print Name and Title

4611 Sinclair Ave

Mailing Address

Midland

Texas

79707

City

State

Zip

PAY NOTES**P23-17****City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 2023**

Bid Item	Pay Quantity Note
<i>Miscellaneous Items</i>	
1 Mobilization	M1
2 Relocate Mailbox Foundation	M2
3 Erosion/Sediment Control	M3
4 Traffic Control	M4
5 Job Site Safety	M5
6 Material Mark-up	M6
7 Labor Mark-up (Regular Work Hours)	M7
8 Equipment Rental Mark-up (Non-Standard Equipment Only)	M8
<i>Demolition Items</i>	
1 Removal & Disposal of Existing Water Main	D1
2 Flowable Fill for Existing Pipes Abandoned In Place	D2
3 Removal & Disposal of Existing Unclassified Pavement	D3
4 Removal & Disposal of Existing Unclassified Concrete Pavement	D4
5 Removal & Disposal of Existing Concrete Curb & Gutter	D5
6 Removal & Disposal of Existing Fence	D6
<i>Water Items</i>	
1 6" AWWA C-900 DR18, PVC, Water Main	W1
2 8" AWWA C-900 DR18, PVC, Water Main	W1
3 12" AWWA C-900 DR18, PVC, Water Main	W1
4 8" Gate Valve & Box (MJxMJ/FL)	W2
5 12" Gate Valve & Box (MJxMJ/FL)	W2
6 8" Dresser Coupling	W3
7 Fire Hydrant Assembly & Riser	W4
8 8"x1" Tapping Saddle	W5
9 1" Water Service Connection	W6
10 1 " Water Service Lateral	W7
11 Water Meter Installation (New Service Lateral)	W8
12 Ductile Iron Fittings	W9
13 Open Trenching of Water Main	W10
<i>Paving Items</i>	
1 Subgrade Preparation (Depth ≤ 8")	P1
2 2" Type D HMA Asphalt Pavement Surface Course (PG70-22, 220 LBS / SY @ 2" Thick)	P2
3 8" Flexible Base (Type A, Grade 4)	P3
4 6" Flexible Base (Type A, Grade 4)	P3
5 Bituminous Prime Coat (MC-30, 0.20 Gal / SY)	P4
6 Tack Coat (MC-30, 0.10 Gal / SY)	P5
7 6" Concrete Fillet	P6
8 6" Concrete Valley Gutter	P7
9 6" Concrete Alley Approach	P8
10 Type A Concrete Curb & Gutter	P9
11 Type D Concrete Laydown Curb & Gutter	P10
12 Transition to Laydown Curb	P11
13 Type 8 Concrete Diagonal Curb Ramp	P12
14 4" Concrete Sidewalk	P13
15 Manhole Ring & Cover Adjustment	P14
16 Water Valve Box Ring & Cover Adjustment	P14
17 Meter Box Adjustment	P15

PACKET**35.32****February 13, 2024**

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 lump sum.
- M2 Includes the necessary equipment, labor, materials, and incidentals to Relocate Mailbox Foundation per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per each existing mailbox foundation removed and new mailbox foundation set.
- M3 Includes the necessary equipment, labor, materials, and incidentals to implement the Erosion Control Plan per the construction drawings and City of Midland standards and specifications. Measurement and payment to be made per lump sum.
- M4 Includes the necessary equipment, labor, materials, and incidentals to implement the Traffic Control per the approved Traffic Control Plan. Any required traffic control devices are to meet the City of Midland Traffic Division Standards. Measurement and payment to be made per month.
- M5 Includes the necessary equipment, labor, materials, and incidentals to implement Job Site Safety and to provide a safe work environment for the project work area (including all personal protection equipment, trench safety, etc.) per the construction drawings and in compliance with all applicable Federal, State, and Local requirements or regulations including those of OSHA and the City of Midland. JOB SITE SAFETY IS THE RESPONSABILITY OF THE CONTRACTOR. Measurement and payment to be made per lump sum.
- M6 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.
- M7 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.
- M8 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.

- Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Utility Mains per the construction drawings and City of Midland standards and specifications, including the removal and disposal of all pipes, fittings, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all valves, manholes, fittings, junctions, structures, and appurtenances.
- D1
- Includes the necessary equipment, labor, materials, and incidentals for the placement of Flowable Fill for Existing Pipes Abandoned In Place (Portland Cement 2-Sack = 188 LBS/CY) per the construction drawings and City of Midland standards and specifications, including all plugging or capping the pipe to be abandoned, and appurtenances. Measurement and payment to be made per cubic yard volume of flowable fill placed in pipe abandoned in place.
- 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 saw-cutting and appurtenances. Depths given are approximate and pavement material is to be removed in its entirety. No additional compensation will be made for increased pavement depth removal. Saw-cut pavement edges are to be full pavement depth, cleanly cut, and clearly defined edges free of breaks. Measurement and payment to be made per square yard of unclassified pavement removed.
- D3
- Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Unclassified Concrete Pavement per the construction drawings and City of Midland standards and specifications including all saw-cutting and appurtenances. Depths given are approximate and pavement material is to be removed in its entirety. No additional compensation will be made for increased pavement depth removal. Saw-cut pavement edges are to be full pavement depth, cleanly cut, and clearly defined edges free of breaks. Measurement and payment to be made per square yard of unclassified pavement removed.
- D4
- Includes the necessary equipment, labor, materials, and incidentals for the Removal & Disposal of Existing Concrete Curb & Gutter per the construction drawings and City of Midland standards and specifications, including all appurtenances. Measurement and payment to be made per linear foot.
- D5
- Includes the necessary equipment, labor, materials, and incidentals to Remove & Dispose of Existing Fence per the construction drawings and City of Midland standards and specifications, including removal of all gates, columns, posts, foundations, anchors, 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.
- D6
- Includes the necessary equipment, labor, materials, and incidentals for the installation of Water Mains per the construction drawings and City of Midland standards and specifications, including all embedment, detector wire, tracer tape, necessary testing, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all valves, fittings, structures, and appurtenances.
- W1
- Includes the necessary equipment, labor, materials, and incidentals for the installation of a Gate Valve & Box per the construction drawings and City of Midland standards and specifications, including all embedment, valve box, joint restraint, thrust blocking, concrete collar, and appurtenances. Measurement and payment to be made per each valve and box installed. Includes valves associated with tapping sleeves.
- W2
- Includes the necessary equipment, labor, materials, and incidentals for the installation of a Dresser Coupling per the construction drawings and City of Midland standards and specifications, including all embedment, wrapping, thrust blocking, and appurtenances. Measurement and payment to be made per each dresser coupling installed.
- W3

- W4 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Fire Hydrant Assembly and Riser per the construction drawings and City of Midland standards and specifications, including all risers, embedment, gravel sump, thrust blocking, necessary testing, and appurtenances. Measurement and payment to be made per each fire hydrant assembly installed.
- W5 Includes the necessary equipment, labor, materials, and incidentals for the installation of Ductile Iron Fittings per the construction drawings and City of Midland standards and specifications, including all embedment, wrapping, thrust blocking, joint restraints, and appurtenances. All fittings are to be C153 ductile iron compact fittings. Fitting weights are established from Tyler Union Quality Waterworks Products Catalog PC-U2014, December, 2014 and payment will be made at the standard compact weight. Nuts, bolts, glands, and other associated accessories are not included as part of the fitting weight and are considered subsidiary to the weight of the fitting. Any additional required fittings not shown on the drawings will be paid for at weights established in the Tyler Union Waterworks Catalog.
- W6 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Tapping Saddle for a water service connection per the construction drawings and City of Midland standards and specifications, including all embedment, thrust blocking, and appurtenances. Measurement and payment to be per each tapping saddle installed.
- W7 Includes the necessary equipment, labor, materials, and incidentals for the installation of a Water Service Connection per the construction drawings and City of Midland standards and specifications, including all brass goods from the corporation stop to the brass angle valve (inclusive), as well as the installation of a new meter box and all appurtenances. Measurement and payment to be made per each water service connection installed.
- W8 Includes the necessary equipment, labor, materials, and incidentals for the installation of Water Service Lateral pipe per the construction drawings and City of Midland standards and specifications, including all excavation, embedment, backfill, polyethylene service line or other pipe, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all valves, fittings, and appurtenances.
- W9 Includes the necessary equipment, labor, materials, and incidentals for a new Water Meter Installation as part of a new water service lateral installation per the construction drawings and City of Midland standards and specifications, including all appurtenances. The new water meter will be provided by the City of Midland. Measurement and payment to be per each water meter set.
- W10 Includes the necessary equipment, labor, materials, and incidentals for Open Trenching of Water Main per the construction drawings and City of Midland standards and specifications, including all unclassified excavation, backfill not including flowable fill backfill, providing trench safety and protection for workers to install pipe, structures, and appurtenances. Measurement and payment to be made per linear foot measured along the ground surface following the pipe centerline through all structures, fittings, and appurtenances.
- 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-rolling, 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 the placement of Type "D" HMA 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.
- P3 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.

- P4 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.
- P5 Includes the necessary equipment, labor, materials, and incidentals for application of Tack Coat (MC-30, 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.
- 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 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.
- P10 Includes the necessary equipment, labor, materials, and incidentals for placement of Laydown 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 Transition to Lay Down Curb 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.
- P12 Includes the necessary equipment, labor, materials, and incidentals for placement of Type 8 Concrete Diagonal Curb 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.
- P13 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.
- 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.
- P15 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 RCB0021055

KNOW ALL MEN BY THESE PRESENTS, THAT

Boler Equipment Service, Inc. (Hereinafter called the Principal), as

Principal, and RLI Insurance 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%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 for the construction of City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 2023.

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 23rd day of January, 2024.


Principal

By Greg Boler

Address 4611 Sinclair Ave.
Midland, TX 79707

APPROVED AS TO FORM:

City Attorney

NOTE: Attach Power of Attorney


Surety

By Jessica Ervin-Battles, Attorney In Fact

Address 3100 N. A Street Bldg. D
Midland, TX 79705



POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Deborah Ervin, Jessica Ervin-Battles, jointly or severally

in the City of Midland, State of Texas its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 19th day of September, 2023.



**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: B. W. Davis

Barton W. Davis

Vice President

State of Illinois

County of Peoria

} SS

On this 19th day of September, 2023, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Geiger

Catherine D. Geiger

Notary Public



CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 24th day of January, 2024.

**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Jeffrey D. Fick

Jeffrey D. Fick

Corporate Secretary

PACKET

35.39

4259160020212

February 13, 2024

A0058D19



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ERVIN INS AGENCY 3100 North A Street Bldg D Midland, TX 79705 License #:		CONTACT NAME: Jessica Ervin-Battles PHONE (A/C No, Ext): (432)682-3717 FAX (A/C, No): E-MAIL ADDRESS: jessica@ervinins.com																						
INSURED Boiler Equipment Service PO Box 80428 Midland, TX 79708		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Mid-Continent Casualty</td><td>23418</td></tr><tr><td>INSURER B:</td><td>Liberty Mutual Insurance Company</td><td>23043</td></tr><tr><td>INSURER C:</td><td>Texas Mutual Insurance Company</td><td>22945</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Mid-Continent Casualty	23418	INSURER B:	Liberty Mutual Insurance Company	23043	INSURER C:	Texas Mutual Insurance Company	22945	INSURER D:			INSURER E:			INSURER F:		
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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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	Y	Y	04GL1101224	7/13/2023	7/13/2024	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 0						
	PERSONAL & ADV INJURY \$ 1,000,000						
GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:							GENERAL AGGREGATE \$ 5,000,000
							PRODUCTS - COMP/OP AGG \$ 5,000,000
B	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY	Y	Y	BAS60891370	3/2/2023	3/2/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ OCCUR	Y	Y	04XS229878	7/13/2023	7/13/2024	EACH OCCURRENCE \$ 5,000,000
	DED ☒ RETENTION \$ 10,000						AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	0001118970	7/13/2023	7/13/2024	☒ PER STATUTE ☐ OTHER
	E.I. EACH ACCIDENT \$ 1,000,000						
	E.I. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.I. DISEASE - POLICY LIMIT \$ 1,000,000						
A	Inland Marine-Rented Equipment			04CIM35636	7/13/2023	7/13/2024	\$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Install New Gas Pumps, Tanks, Piping, and Canopies. Installation of Underground Utilities.

The City of Midland is listed as an Additional Insured, on a claims occurred basis, on all policies listed above. The insured and insurer hereby waive all rights of subrogation with respect to claims against the City of Midland, its agents, employees and officers, on all policies of insurance captioned above.

CERTIFICATE HOLDER**CANCELLATION**

City of Midland
PO Box 1152
Midland, TX 79702

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

PACKET

ACORD 25 (2016/03)

35.40
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February 13, 2024

CONTRACT

THE STATE OF TEXAS §

COUNTY OF MIDLAND §

THIS CONTRACT, made and entered into this 14th day of February, 2024, 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 Boler Equipment Service, 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: City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 2023 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 240 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: \$2,682,941.08.

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 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.

SOVEREIGN IMMUNITY

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

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

GOVERNING LAW AND VENUE

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

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

VERIFICATION

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

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

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

RECORDS RETENTION AND PRODUCTION OF INFORMATION

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

PUBLIC INFORMATION

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

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

Parties of the First Part (Owner)

ATTEST:

By: _____
Lori Merritt Blong, Mayor

Marcia Bentley-German, City Secretary

APPROVED ONLY AS TO FORM:

By: _____
John Ohnemiller, City Attorney

By: _____
Party of the Second Part (CONTRACTOR)

By: _____
Title

THE STATE OF _____ §

COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this ____ day of _____, 20__ personally appeared _____, an officer of _____ Boler Equipment Service, 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

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 _____ City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 2023 _____, 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 Oblige, 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 Oblige, dated the _____ day of _____, 20____, for the furnishing of materials, equipment to perform all labor and work necessary for _____ City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 2023 _____, 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 §

City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 2023

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:

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 subcontractor 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 (100%) of the amount of the Contract as security for the faithful performance of the Contract, including the payment of all persons performing labor on the project and furnishing of materials in connection with this Contract. All Bonds must be executed in five (5) original counterparts by a corporate surety authorized to do business in the State of Texas. Bonds executed by individuals or any other than recognized and authorized corporate surety companies will not be acceptable.

45. DELAYS

The Contractor shall receive no compensation for delays or hindrances to the work, except when, in the judgment of the Engineer, direct or unavoidable extra cost to the Contractor is caused by such hindrances or delays. When such extra compensation is claimed, a written statement thereof shall be presented by the Contractor, as provided in Paragraph 18 hereof. Such claim, if found correct, will be approved, and the decision of the Engineer whether extra cost has been incurred and the amount thereof, shall be final. If delays are caused by specific orders to stop work, given by the Engineer, or by the performance of extra work, or by unforeseen causes beyond the control of the Contractor, or by the failure of the Owner to provide materials or necessary instructions for carrying on the work, or to provide the necessary right-of-way or site for installation, then delay will entitle the Contractor to an equivalent extension of time. Application for extension of time must be approved by the Owner and, shall not release the Sureties from their obligations, which shall remain in full force until the discharge of the Contract.

LATE COMPLETION; LIQUIDATED DAMAGES:

It is hereby understood and mutually agreed, by and between Contractor and the City, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL

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

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

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

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

- a. To any preference, priority or allocation order duly issued by the Government;
- b. To unforeseeable cause beyond the control and without the fault or negligence of Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the City, acts of another contractor in the performance of a contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and
- c. To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

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

CONTRACTOR AGREES THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES MAY BE RECOVERED BY THE CITY FROM RETAINAGE HELD BY THE CITY. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, CONTRACTOR HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES CITY, CITY'S EMPLOYEES AND OFFICERS FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES, OR CAUSES OF

ACTION OF ANY KIND WHATSOEVER ARISING FROM THE CITY WITHHOLDING PAYMENT FROM CONTRACTOR AS LIQUIDATED DAMAGES FOR CONTRACTOR'S FAILURE TO COMPLETE THE WORK WITHIN THE TIME SPECIFIED HEREIN, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR CITY'S NEGLIGENCE.

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

46. ERRORS AND OMISSIONS

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

47. SPECIFICATIONS AND DRAWINGS

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

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

48. CONSTRUCTION STAKING

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

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

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

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

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

49. SANITATION

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

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

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

50. WATER FOR CONSTRUCTION

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

51. SEQUENCE AND SPEED OF WORK

The Engineer shall direct the order and sequence of the work. If at any time before the commencement or during the progress of the work, the materials and appliances used appear to the Engineer as insufficient and improper for securing the quality of work required or the required rate of progress, he may order the Contractor to increase their efficiency or to improve their character and the Contractor shall conform to such order. The failure of the Engineer to demand any increase of such efficiency or improvement shall not release the Contractor from his obligations to secure the quality of work or the rate of progress specified.

52. INSPECTION AND TESTING OF MATERIAL

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

before a material or a method is approved for use on the job, unless the Owner specifically agrees to bear the cost of these tests.

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

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

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

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

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

53. CONSTRUCTION SCHEDULE

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

54. PROFILES AND ELEVATIONS

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

55. CLEANUP

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

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

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

56. GUARANTEE

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

57. WAIVER OF ATTORNEY FEES:

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

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

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

58. GOVERNING LAW AND VENUE

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

deemed to have occurred in Midland County, Texas. This Contract shall be governed by, interpreted, enforced and construed under the law of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all contractual claims or disputes, arising from or relating in any way that would direct application of the laws of another jurisdiction.

59. SOVEREIGN IMMUNITY

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

THERE IS NO WAIVER OF SOVEREIGN IMMUNITY.

60. NO THIRD – PARTY BENEFICIARY

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

61. NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITES

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

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

62. ASSIGNMENT

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

63. FEDERAL WAGE REQUIREMENTS

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

64. PROMPT PAY ACT

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

65. OTHER FEDERAL REQUIREMENTS

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

Updated December 2023

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.

Boler Equipment Service, 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 - No Relationship

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 - No Relationship

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

1.24.2024

February 13, 2024

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.

SPECIAL PROVISIONS

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

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

1. PROJECT FUNDING

If awarded the contract, New York Avenue Paving Bond Project – Benton Street Portion, 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 **City of Midland Paving, Alleys, Streets & Sidewalks (COMPASS) 2023** to be performed as outlined in the Plans and Specifications, which are necessary to satisfactorily complete the work.

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

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

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

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

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

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

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. The City of Midland reserves the right to require additional safety measures on the project site at any time if they are needed in the opinion of the Engineer for the safety of the work crews or public.

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 Construction Manager no less than two (2) business days prior to starting the construction work. Traffic control for each phase of work must be approved prior to starting that work.

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

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

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

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

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

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

11. PROPERTY AND RIGHT-OF-WAY SERVICE:

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

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

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

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. WASTE MATERIAL:

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

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

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

18. TESTING:

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

Required testing includes:

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

- A. Every 50 cubic yards of concrete placed for concrete pavement between street intersections.
- B. Every 50 cubic yards of concrete placed for concrete pavement at a street intersection.
- C. Every 2 sets of fillets and valley gutters at street approaches. (1 set = 2 fillets and 1 valley gutter)
- D. Every 4 alley approaches or driveway approaches.
- E. There will be no testing for curb, ramps, and sidewalks.

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.

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

- Pressure Test – Perform test as described in the City of Midland Water Line Specifications, PART 10, Hydrostatic Tests, with the sole difference being that a continuous pressure of 180 pounds per square inch (psi) must be maintained over a continuous period of not less than four (4) hours rather than eight (8) hours. The acceptable field pressure limit will be a minimum 180 psi and a maximum 185 psi. A 2-3 psi drop in the measured pipe pressure during the first two (2) hour period will be acceptable to account for the compression of air within the pipe so long as the minimum and maximum allowed field pressure limits are not exceeded. There can be no variation in the measured pipe pressure during the last two (2) hours of the pressure test.
- Bac T/Chlorination Testing – Perform disinfection and test as described in the City of Midland Water Line Specifications, Part 9, Disinfection Of Pipe Lines.

19. 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.

Contractor is to comply with all accepted industry standards for means, methods, and details of work to be performed, as well as with any specific requirements of the City of Midland.

Contractor is to comply with any specific order of construction as directed by the City of Midland, but is otherwise free to conduct the work in the order which the Contractor sees fit.

Contractor agrees to comply with any specific direction or requirement of the City of Midland for the construction of this project, but is otherwise free to perform the work in its own way.

20. 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.

21. 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.

22. CONTRACT DEADLINE:

The deadline for substantial completion of this project is 240 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.

23. 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.

24. BID PACKET COMPLETION ITEMS OF NOTE:

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

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

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

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

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

SPECIFICATIONS

TECHNICAL SPECIFICATIONS

FOR: CITY OF MIDLAND PAVING, ALLEYS, STREETS & SIDEWALKS (COMPASS) 2023

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) PVC Pipe Casings
- 9) Water Line Specifications

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

Form Revised December 2023

APPENDICES

HUD Attachments

"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
0

Publication Date
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 compete 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

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

PACKET

35.105

February 13, 2024

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 understanding, 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.

Name of Business: _____

Type of Business: ☐ Corporation ☐ Partnership
☐ Sole Proprietorship ☐ Joint Venture

- ☐ 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

- ☐ Copy of resident lease
- ☐ Copy of receipt of public assistance
- ☐ Copy of evidence of participation in a public assistance program
- ☐ Other evidence

☐ List of subcontracted Section 3 business(es) and subcontract amount

- ☐ 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

Date _____

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 Office of 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

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.

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.)

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 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). 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 rates of 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 records upon 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 employed at a rate below the trainee rate who is not registered and participating in a training plan approved by the

PACKET 35.110

February 13, 2024

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 contractor will 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: <i>(Appropriate recipient)</i>	DATE
C/O	PROJECT NUMBER <i>(If any)</i>
	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)

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)*

DATE

C/O

PROJECT NUMBER *(If any)*

PROJECT NAME

1. The undersigned, having executed a contract with

	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 <i>(if none, so state)</i> :		
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 <i>(if none, so state)</i> :		
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."

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: _____

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Be it known that

CHRISTOPHER LANCE ADAMS

*has fulfilled the requirements in accordance with the
laws of the State of Texas for*

CLASS D WATER OPERATOR

License Number: **WO0046458**

Issue Date: **08/25/2023**

Expiration Date: **08/24/2026**

PACKET

35.121



Interim Executive Director
Texas Commission on Environmental Quality
February 13, 2024

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Be it known that

CHRISTOPHER LANCE ADAMS

*has fulfilled the requirements in accordance with the
laws of the State of Texas for*

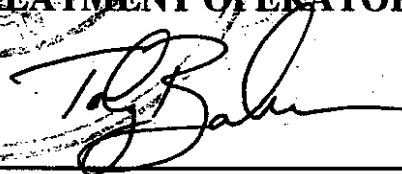
CLASS D WASTEWATER TREATMENT OPERATOR

License Number: WW0068129

Issue Date: 08/27/2021

Expiration Date: 08/27/2024

PACKET



Executive Director

35.122

Texas Commission on Environmental Quality

February 13, 2024



**CITY OF MIDLAND PAVING,
ALLEYS, STREETS & SIDEWALKS
PROJECT NUMBER: P23-17
COMPASS 2023**

LONGVIEW AVE, CAMP ST, JEFFERSON ST, ATLANTA ST, HARRISON ST., AND N. FT WORTH ST.

CITY OF MIDLAND, 300 N. LORAIN ST., MIDLAND, TX
79702

**MAYOR
LORI BLONG**
COUNCIL MEMEBERS
SCOTT DUFFORD
JOHN NORMAN
JACK LADD
AMY STRETCHER BURKES
ROBIN POOLE
DAN CORRALES
DISTRICT 1
DISTRICT 2
DISTRICT 3
DISTRICT 4
AT LARGE
AT LARGE
CITY MANAGER
TOMMY GONZALES
ENGINEERING SERVICE DIRECTOR
KERRY J. KOEHLER, PE
OFFICE: (432) 685-7286

MAVERICK
ENGINEERING / SURVEY / WATER RESOURCES
1909 West Wall Street, Suite "C"
Midland, Texas 79701
TEXAS ENGINEER FIRM #: F-15089
Firm (432) 262-0999
Tel: (432) 262-0999
www.maverick-eng.com



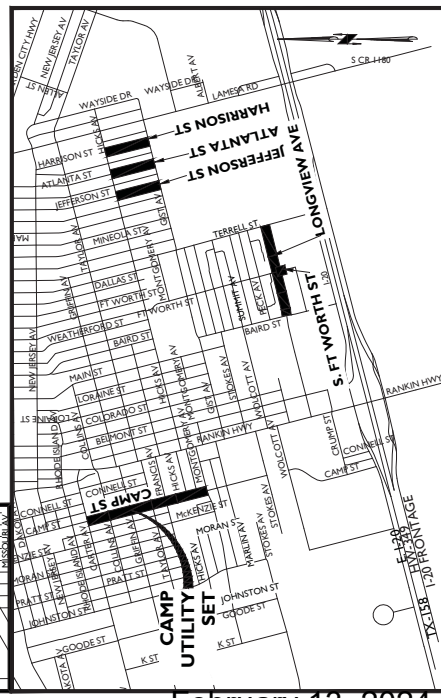
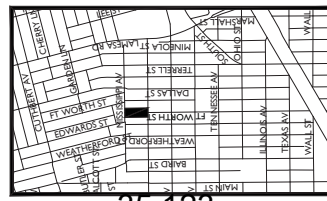
DATE: 10/03/2023	DESIGNED BY: MTH	CHECKED BY: MTH	APPROVED BY: MTH
JAN 8	JAN 8	JAN 8	JAN 8
DATE: 10/03/2023	DESIGNED BY: MTH	CHECKED BY: MTH	APPROVED BY: MTH
JAN 8	JAN 8	JAN 8	JAN 8

COVER SHEET
COMPASS COMBINED
CITY OF MIDLAND, TEXAS



SHEET NUMBER	SHEET TITLE
C100	COVER SHEET
C101A	QUANTITIES
C101B	QUANTITIES
C101C	QUANTITIES
C101D	UTILITY QUANTITIES
C102	GENERAL NOTES - LONGVIEW
C103	GENERAL NOTES - LONGVIEW
C111	LONGVIEW AVE. EXISTING TOPOGRAPHY
C131	LONGVIEW AVE. EXISTING TOPOGRAPHY CONTROL PLAN
C141A	LONGVIEW AVE. DEMOLITION PLAN
C141B	LONGVIEW AVE. DEMOLITION PLAN
C141C	LONGVIEW AVE. DEMOLITION PLAN
C207	LONGVIEW AVE. MASTER LAYOUT
C208	LONGVIEW AVE. PLAN AND PROFILE
C209A	LONGVIEW AVE. PLAN AND PROFILE
C210	LONGVIEW AVE. PLAN AND PROFILE
C211	LONGVIEW AVE. PLAN & PROFILE
C250	PAVING DETAILS
C251	PAVING DETAILS
C252	PAVING DETAILS
C253	PAVING DETAILS
C300	GENERAL NOTES - CAMP
C301	GENERAL NOTES - CAMP
C302	CAMP STREET EXISTING TOPOGRAPHY
C303	CAMP STREET EROSION CONTROL PLAN
C304	CAMP STREET DEMOLITION PLAN
C305	TYPICAL SECTIONS
C310	CAMP STREET MASTER PLAN

C311	CAMP ST PLAN AND PROFILE
C312	CAMP STREET PLAN & PROFILE
C313	CAMP STREET PLAN & PROFILE
C314	CAMP STREET PLAN & PROFILE
C315	CAMP STREET PLAN & PROFILE
C316	CAMP STREET PLAN & PROFILE
C317	INTERSECTION PLANS
C320	PAVING DETAILS
C321	PAVING DETAILS
C322	PAVING DETAILS
C323	PAVING DETAILS
C400	CAMP STREET UTILITY EXISTING TOPOGRAPHY
C401	UTILITY GENERAL NOTES
C402	UTILITY GENERAL NOTES
C403	CAMP ST EROSION CONTROL PLAN
C404	CAMP ST EROSION CONTROL PLAN
C405	CAMP ST DEMOLITION PLAN
C406	CAMP STREET DEMOLITION PLAN
C410	CAMP STREET UTILITY MASTER LAYOUT
C411	CAMP STREET WL-3 PLAN AND PROFILE
C412	CAMP STREET WL-3 PLAN AND PROFILE
C413	CAMP STREET WL-3 PLAN AND PROFILE
C420	UTILITY DETAILS
C421	UTILITY DETAILS
C422	UTILITY DETAILS
C423	UTILITY DETAILS
C424	UTILITY DETAILS
01 - 15	CITY OF MIDLAND PLANS JEFFERSON STREET, ATLANTA STREET, AND HARRISON STREET PAVING IMPROVEMENTS (PROJECT #: P21-04)
001 - 025	PARKHILL PLANS CITY OF MIDLAND NORTH FORT WORTH STREET; EAST KANSAS AVENUE TO MISSISSIPPI AVENUE (PROJECT #: P23-14)



PROJECT VICINITY MAP
NOT TO SCALE

SUMMARY OF DEMOLITION ITEMS						
		REMOVAL & DISPOSAL OF EXISTING UNCLASSIFIED GRAVEL/ CALICHE	REMOVAL & DISPOSAL OF EXISTING UNCLASSIFIED CONCRETE	REMOVAL & DISPOSAL OF EXISTING ASPHALT & CALICHE BASE	REMOVAL & DISPOSAL OF EXISTING CONCRETE CURB & GUTTER	DEMOLISH EXISTING FENCE
UNIT		SY	SY	SY	LF	LF
DEPTH		VARIES	VARIES	2"-4"	—	—
RATE		—	—	—	—	—
SHEET C140		—	285	11,811	1,313	113
SHEET C141		509	143	6,862	616	676
SHEET C142		—	158	2,357	708	—
SHEET C143		161	491	9,579	680	—
SHEET C144		—	82	2,357	1,313	—
SHEET C145		2,073	—	254	78	29
SHEET C146		—	371	7,240	1,073	13
TOTALS:		2,743	1,509	40,460	5,781	831

M A V E R I C K
ENGINEERING / SURVEY / WATER RESOURCES



CITY OF MIDLAND, TEXAS

COMPASS COMBINED

QUANTITIES

DATE: 10/03/2023	JOB
APPROVED BY: ALM	
CHECKED BY: MAL	
DRAWN BY: JAR II	

REVISIONS			
BY	APPR.	DATE	



M A V E R I C K
ENGINEERING / SURVEY / WATER RESOURCES



	6" CONCRETE VALLEY GUTTER	6" CONCRETE FILLET	TYPE 8 CONCRETE DIAGONAL CURB RAMP	4" CONCRETE SIDEWALK	ADJUST EXISTING WATER VALVES	ADJUST EXISTING WATER METER	ADJUST EXISTING WASTEWATER MANHOLE	RELOCATE EXISTING WASTEWATER MANHOLE/CLEANOUT	RELOCATE EXISTING FIRE HYDRANT
UNIT	SY	SY	SY	SY	EA	EA	EA	EA	EA
DEPTH	—	—	4"	4"	—	—	—	—	—
RATE	—	—	—	—	—	—	—	—	—
SHEET C208	42	24	14	162	3	3	2	—	1
SHEET C209	—	—	—	199	2	—	1	—	—
SHEET C209A	27	24	27	—	—	—	—	—	—
SHEET C210	—	—	—	213	—	—	2	—	—
SHEET C211	30	22	14	178	3	—	1	—	—
SHEET C311	80	48	—	—	—	2	—	—	—
SHEET C312	86	48	—	—	1	2	—	—	1
SHEET C313	77	48	—	—	1	—	—	—	—
SHEET C314	32	24	—	—	—	—	—	—	—
SHEET C315	12	21	—	—	2	—	—	1	—
SHEET C316	58	36	—	—	2	2	1	—	—
SHEET C243	—	—	—	—	—	—	—	—	—
TOTALS:	444	296	56	753	14	9	7	1	2

1909 West Wall Street, Suite "K"
Midland, Texas 79701
TEXAS ENGINEER FIRM #: F-15089
PLOT (432) 262-0989
www.haverick-eng.com
Tel: (432) 262-0999



MAVERICK
ENGINEERING / SURVEY / WATER RESOURCES

DATE: 10/03/2023
APPROVED BY: ALM
CHECKED BY: HML
DRAWN BY: JAL
JOB: _____

REVISIONS
BY: _____
DATE: _____

CITY OF MIDLAND, TEXAS
COMPASS COMBINED
UTILITY QUANTITIES


12/15/2023
SHEET
C101C

8" DIAMETER AWWA C900 DR-18 WATER MAIN	12" X 8" REDUCER	8" 22.5 BEND	8" X 8" TEE	8" GATE VALVE WITH VALVE BOX	12" 45 BEND	8" 45 BEND	12" GATE VALVE	8" X 4" REDUCER	8" X 6" TEE	FIRE HYDRANT
UNIT	SY	SY	TON	TON	SY	SY	GAL	GAL	LF	LF
SHEET C411	1	1	-	1	-	1	-	-	-	-
SHEET C412	-	-	-	3	-	1	-	-	1	1
SHEET C413	2	1	1	2	2	-	3	1	1	1
TOTALS:	3	2	1	6	2	2	3	1	2	2

12" DIAMETER AWWA C900 DR-18 WATER PIPE	12" X 12" CROSS	12" X 8" TEE	12" X 6" TEE	8" CROSS	6" DIAMETER AWWA C900 DR-18 PVC WATER MAIN	8" DRESSER COUPLING	WATER TAP 1" SERVICE LINE	NEW WATER METER	RECONNECT EXISTING WATER METERS
UNIT	SY	SY	EA	EA	LF	EA	LF	EA	EA
SHEET C411	-	1	-	-	-	-	196	5	4
SHEET C412	-	-	-	1	11	1	239	3	7
SHEET C413	96	1	-	1	15	-	140	6	2
TOTALS:	96	1	1	1	26	1	575	14	13

BENCHMARK:

ALL BEARINGS, DIMENSIONS, AND COORDINATES SHOWN IN THIS CONSTRUCTION DRAWING SET ARE RELATED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM 1983. ALL ELEVATIONS ARE RELATED TO THE NATIONAL GEODETIC VERTICAL DATUM 1988.

GENERAL:

- THIS DESIGN IS FOR PUBLIC PAVING IMPROVEMENTS AT LONGVIEW AVENUE, S. FORT BEND COUNTY, TEXAS. THE DESIGN SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE TEXAS STANDARD SPECIFICATIONS FOR HIGHWAYS, APPLICABLE TO ALL OTHER MATERIALS, STANDARDS AND REQUIREMENTS SHALL COMPLY WITH ALL APPLICABLE FEDERAL AND STATE REGULATIONS, REQUIREMENTS, AND STANDARDS, WHEREVER CITY OF MIDLAND AND BASE REMOVAL (WITHOUT GRADING DESIGN, INTENDS FOR SURFACE AND DRAINAGE IMPROVEMENTS AT ALL ADJACENT STREET AND INTERSECTIONS. THE CONTRACTOR WILL ENSURE POSITIVE SURFACE DRAINAGE IN THE ASPHALT AND BASE REMOVAL SECTIONS WITH SPECIAL ATTENTION TO SURFACE DRAINAGE WITHIN ALL INTERSECTIONS AND PATCH THE ELEVATIONS SHOWN ON THE PLANS.
- THE CONTRACTOR IS REMINDED THAT THIS PROJECT IS LOCATED IN AN URBAN ENVIRONMENT. TRUNK AND OVERHEAD UTILITY LINES ARE COMMON. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING AND PROTECTING ALL UTILITIES IN THE WORK AREA. ALL TREE CARE SHALL BE IN COMPLIANCE WITH ANSI 300 THE URBAN ENVIRONMENT. ALL TREE CARE SHALL BE IN COMPLIANCE WITH ANSI 300.
- EXISTING UTILITIES (OR OTHER OBJECTS) INDICATED IN THE PLANS HAVE BEEN FIELD VERIFIED BY THE ENGINEER PRIOR TO CONSTRUCTION AND THE ENGINEER IS VERIFYING THIS INFORMATION PRIOR TO CONSTRUCTION AND NOTIFYING THE CITY ENGINEER OF ANY CONFLICTS BETWEEN EXISTING CONDITIONS AND PROJECT DESIGN.
- ALL PARTS OF THE PROJECT, INCLUDING THE SECTIONS CALLING ONLY FOR ASPHALT AND BASE REMOVAL (WITHOUT GRADING DESIGN, INTENDS FOR SURFACE AND DRAINAGE IMPROVEMENTS AT ALL ADJACENT STREET AND INTERSECTIONS. THE CONTRACTOR WILL ENSURE POSITIVE SURFACE DRAINAGE IN THE ASPHALT AND BASE REMOVAL SECTIONS WITH SPECIAL ATTENTION TO SURFACE DRAINAGE WITHIN ALL INTERSECTIONS AND PATCH THE ELEVATIONS SHOWN ON THE PLANS.
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- ANY ISSUES, CONFLICTS, OR DISCREPANCIES ENCOUNTERED IN THE FIELD THAT CONFLICT WITH THE DESIGN DRAWINGS ARE TO BE BROUGHT TO THE ATTENTION OF THE PROJECT ENGINEER PRIOR TO MAKING ANY DESIGN CHANGES IN THE FIELD.
- OSHA REQUIREMENTS AND ALL OTHER APPLICABLE FEDERAL, STATE, OR CITY OF MIDLAND AND SAFETY REQUIREMENTS ARE TO BE FOLLOWED AND COMPLIED WITH AT ALL TIMES.
- THE EXISTING ALIGNMENT IS THE CONTROL FOR CONTRACTOR STAKING. ESTABLISH REFERENCE POINTS FOR THE CONTROL PRIOR TO REMOVING THE EXISTING SURFACE AND PAVEMENT MARKINGS.
- EXISTING ELEVATIONS AND TOPOGRAPHIC FEATURES SHOWN IN THIS CONSTRUCTION DRAWING SET HAVE BEEN LOCATED USING CITY OF MIDLAND RECORDS, SITE INSPECTIONS, SURVEYS, ONE CALL MARKINGS, AND PRIVATE INFRASTRUCTURE OWNER RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION PRIOR TO CONSTRUCTION AND NOTIFYING THE ENGINEER OF ANY CONFLICTS BETWEEN THE EXISTING CONDITIONS AND PROJECT DESIGN.
- THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PROTECT ALL EXISTING FACILITIES THAT ARE ENCOUNTERED REGARDLESS OF WHETHER OR NOT THEY APPEAR IN THIS CONSTRUCTION DRAWING SET.
- TRAFFIC CONTROL FOR THIS PROJECT WILL BE THE CONTRACTOR'S RESPONSIBILITY. THE CONTRACTOR MUST SUBMIT A TRAFFIC CONTROL PLAN, IN ACCORDANCE WITH THUTCO, TO THE CITY OF MIDLAND FOR REVIEW AND APPROVAL NO LESS THAN TWO (2) BUSINESS DAYS BEFORE THE CONTRACTOR BEGINS ANY CONSTRUCTION ACTIVITY.
- THE CONTRACTOR SHALL NOTIFY ALL AFFECTED PROPERTIES AT LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF ANY KNOWN OR PLANNED INTERRUPTION OF SERVICE OR ACCESS DUE TO ANY CONSTRUCTION ACTIVITY PERFORMED BY THE CONTRACTOR.
- MATERIAL STORAGE IS TO BE PLACED IN THE WORK ZONE IDENTIFIED IN THE APPROVED TRAFFIC CONTROL PLAN.
- THE CONTRACTOR SHALL COMPLY WITH ALL STAKING AND TESTING REQUIREMENTS AS DESCRIBED IN THE PROJECT BID PACKET.

DEMOLITION NOTES:

- THE CONTRACTOR SHALL NOTIFY THE PROJECT ENGINEER OF ANY ADDITIONAL DEMOLITION REQUIRED PRIOR TO ANY ADDITIONAL DEMOLITION TAKING PLACE.
- ALL SAW-CUTS ARE TO HAVE CLEAN, STRAIGHT EDGES AND ARE CONSIDERED INCIDENTAL TO ALL PROJECT WORK.

GENERAL NOTES

EROSION CONTROL:

- INSTALL AND MAINTAIN A CONCRETE WASHOUT AT AN APPROVED LOCATION AND AS SHOWN HEREIN ON THESE PLANS AND SPECIFICATIONS.
- CORRY WITH THE TEXAS COMMISSION OF ENVIRONMENTAL QUALITY (TCEQ) STORM WATER MANAGEMENT PROGRAM (SWMP).
- IMPLEMENT SOIL STABILIZATION PRACTICES, STRUCTURAL EROSION AND SEDIMENT CONTROL, POLLUTION PREVENTION, AND SITE SILENCE RESPONSE BEST MANAGEMENT PRACTICES, AND SITE INSPECTIONS IN ACCORDANCE WITH STORM WATER POLLUTION PREVENTION PLAN (SWPP3 OR SWPPP) REQUIREMENTS AND SHEETS.
- PROVIDE PLACE, AND MAINTAIN EROSION CONTROL PROTECTION AT GUTTER LOCATIONS AT LIMITS OF WORK ZONE, INCLUDING INTERSECTIONS ADJACENT TO WORK ZONE. PROVIDE PLACE AND MAINTAIN EROSION CONTROL PROTECTION AT STORM DRAIN INLETS THAT ARE LOCATED WITHIN WORK ZONE.
- DAMAGES TO ADJACENT PROPERTY OR TO RECEIVING WATERS CAUSED BY EROSION CONTROL MEASURES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- CONTRACTOR IS RESPONSIBLE FOR REMOVAL AND DISPOSAL OR ANY OFF-SITE SITUATION CAUSED BY THEIR OPERATIONS AND/OR FAILURE OF EROSION CONTROL MEASURES AT NO ADDITIONAL COST TO CITY.
- INSPECT THE PROJECT AT A MINIMUM OF EVERY 14 DAYS AND AFTER EVERY RAINFALL OF 1/2 INCHES OR GREATER TO DETERMINE THE INTEGRITY AND EFFECTIVENESS OF THE EROSION CONTROL MEASURES. PREPARE A WRITTEN INSPECTION REPORT TO BE FILED WITH THE PROJECT RECORD DOCUMENTS.
- ALL STOCKPILED SOILS SHALL BE SURROUNDED BY SILT FENCE, OR EQUIVALENT MEASURE AS APPROVED BY ENGINEER, TO PREVENT EROSION CONTROL SEDIMENT RUNOFF.
- TAKE NECESSARY MEASURES TO MINIMIZE OFF-SITE TRACKING OR TRANSPORT OF SEDIMENT AND DEBRIS. ANY CONSTRUCTION DEBRIS (MUD, GRAVEL, ETC.) THAT FALLS OUT ONTO AN ADJACENT AREA MUST BE PROMPTLY REMOVED AT NO ADDITIONAL COST TO THE CITY.
- TO DE-WATER EXCAVATIONS, USE A PROTECTED PUMP DISCHARGE TO FILTER THE DE-WATERING WATER. DE-WATERING MUST ADHERE TO THE FOLLOWING RESTRICTIONS:
 - DO NOT PUMP WATER DIRECTLY INTO ANY ELORES.
 - SEDIMENTS IN PUMPED WATER SHALL BE MINIMIZED BEFORE DRAINING TO STREET. USE SEDIMENT BAGS TO REMOVE OR REDUCE SEDIMENT IN PUMPED WATER.
 - IF DISCHARGE REGION SHOWS SIGNS OF EROSION OR INSTABILITY, STOP DE-WATERING IMMEDIATELY.
 - DISCHARGE WATER SHALL NOT BE DIRECTLY CONTAMINATED WITH GREASE, OIL, CHEMICALS, NOR ANY OTHER TOXIC SUBSTANCE.
 - OBTAIN NECESSARY PERMITS AND CHECK ALL REQUIREMENTS WITH THE CITY OF MIDLAND WHEN IN DOUBT.
- INSTALL EROSION CONTROL MEASURES PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITY ON THE PROJECT SITE.
- THE CONTRACTOR SHALL MAINTAIN EROSION CONTROL MEASURES AT ALL TIMES. REPAIRS TO EROSION CONTROL MEASURES ARE TO BE MADE IMMEDIATELY UPON DISCOVERY THAT SUCH REPAIRS ARE NEEDED. ALL EROSION CONTROL MEASURES AT THE PROJECT SITE ARE TO BE INSPECTED IMMEDIATELY FOLLOWING ANY STORM EVENT.
- THE CONTRACTOR SHALL MAINTAIN A REASONABLY CLEAN PROJECT SITE AT ALL TIMES. ANY SEDIMENT, DEBRIS, ETC. OUTSIDE OF THE PROJECT SITE ARE TO BE REMOVED PROMPTLY.
- ANY ON-SITE STORAGE OF SPOILS, MATERIALS OR EQUIPMENT ARE TO BE LOCATED WITHIN THE AREA DESIGNATED AS PART OF THE WORK ZONE AREA.
- ALL STOCKPILES ARE TO BE SURROUNDED BY SILT FENCE OR EQUIVALENT MEASURES AS APPROVED BY THE ENGINEER TO PROPERLY CONTROL SEDIMENT RUNOFF.
- CONCRETE TRUCKS CANNOT UNDER ANY CIRCUMSTANCE, WASH OUT IN EXCAVATIONS. THE CONTRACTOR SHALL PROVIDE A WASHOUT CONTAINER FOR CONCRETE TRUCKS AND REMOVE ALL WASHOUT AND SPOILS FROM THE PROJECT SITE.
- THE CONTRACTOR HAS THE SOLE RESPONSIBILITY FOR VEGETATING OR STABILIZING ANY AREAS DISTURBED BY CONSTRUCTION ACTIVITY LOCATED OUTSIDE THE DESIGNATED PROJECT SITE OR APPROVED WORK ZONE TO EXISTING OR BETTER CONDITIONS. THIS SHALL BE PAID FOR AT THE CONTRACTOR'S SOLE EXPENSE.
- IMPLEMENT SUPPLEMENTAL EROSION CONTROL MEASURES AS NEEDED DURING STORM EVENTS. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED AT THE SOLE DISCRETION OF THE ENGINEER IF AT ANY TIME THE ENGINEER BELIEVES THE EROSION CONTROL MEASURES ARE INSUFFICIENT FOR THE NEEDS OF THE PROJECT SITE.



Know what's below.
Call before you dig.



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APPROVED BY	ALM
CHECKED BY	MAH
DRAWN BY	JAK I
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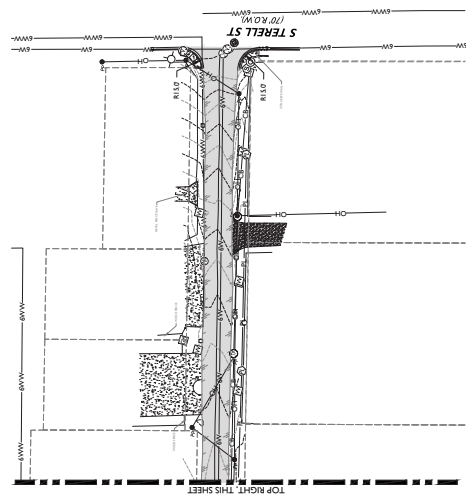
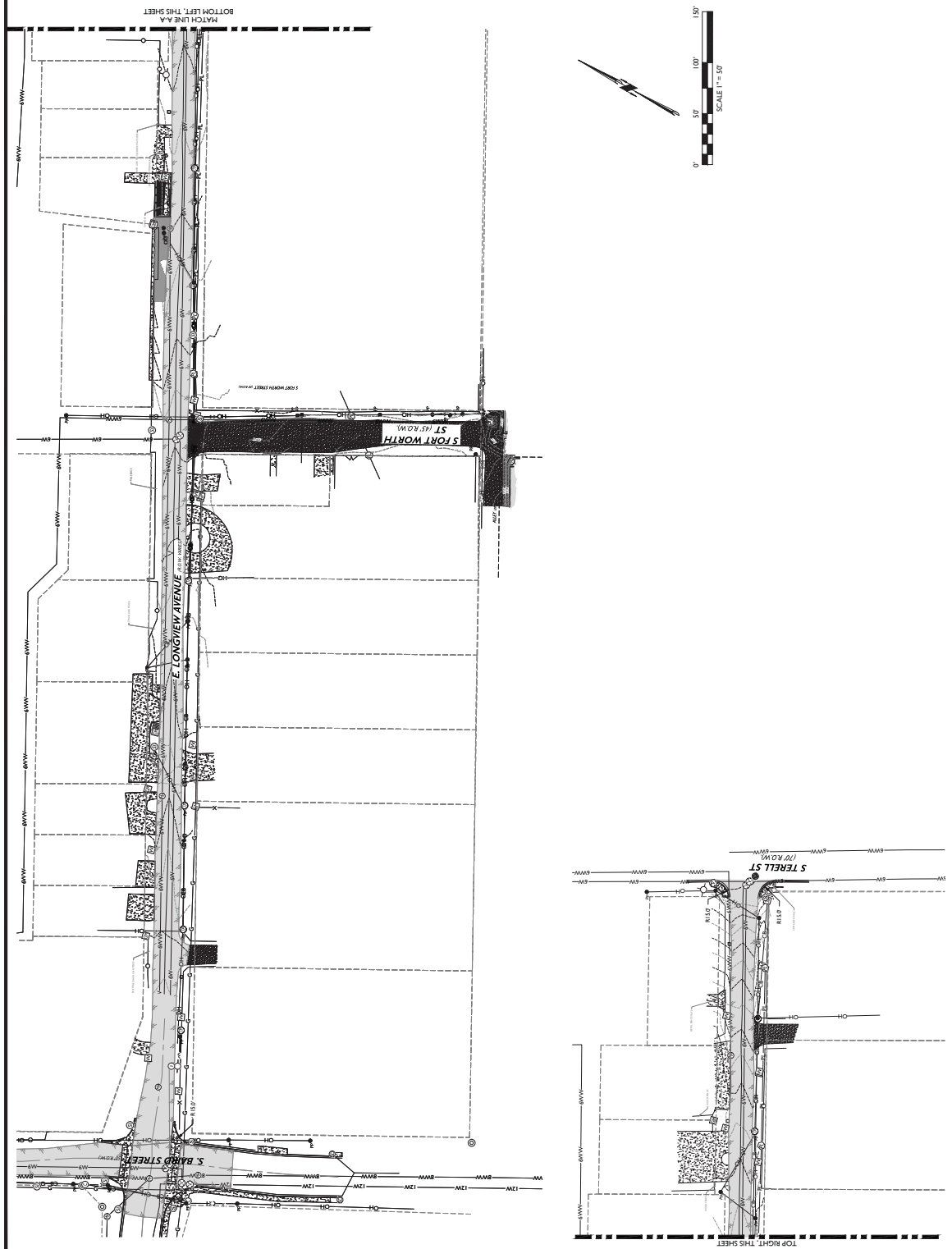


CITY OF MIDLAND, TEXAS
COMPASS COMBINED
TOPOGRAPHY
LONGVIEW AVE. EXISTING

DATE: 10/03/2023	PROJECT: 100672
APPROVED BY: ALM	CHECKED BY: MAL
DRAWN BY: JAL	DATE: 10/03/2023
BY: NAME: DATE:	REVISIONS:



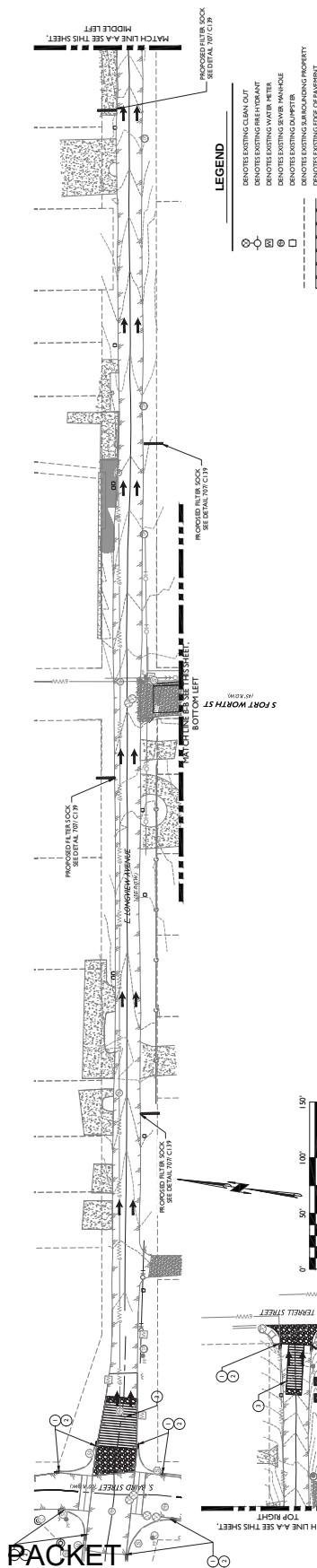
MAVERICK
ENGINEERING / SURVEY / WATER RESOURCES
1909 West Wall Street, Suite "K"
Midland, Texas 79701
TEXAS ENGINEER FIRM #: F-15089
File #: (432) 262-0989
Tel: (432) 262-0999
www.maverick-eng.com



PACKET

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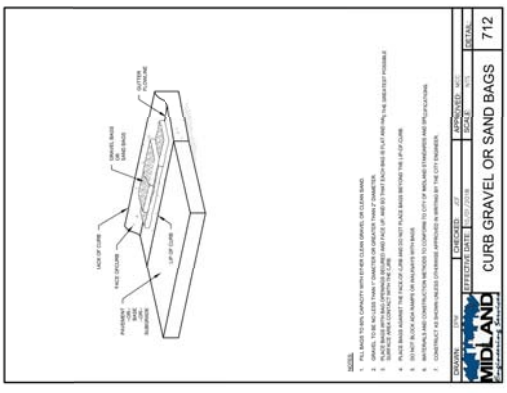
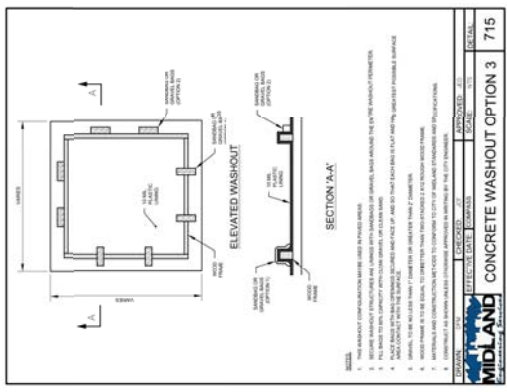
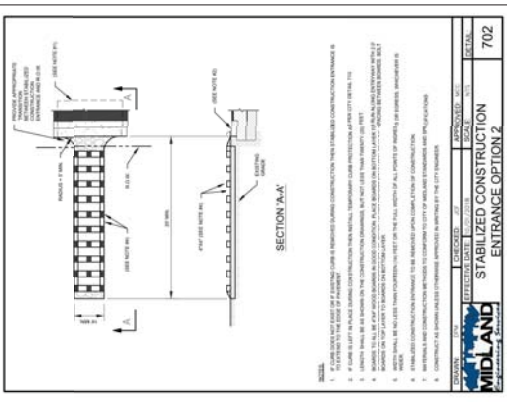
February 13, 2024

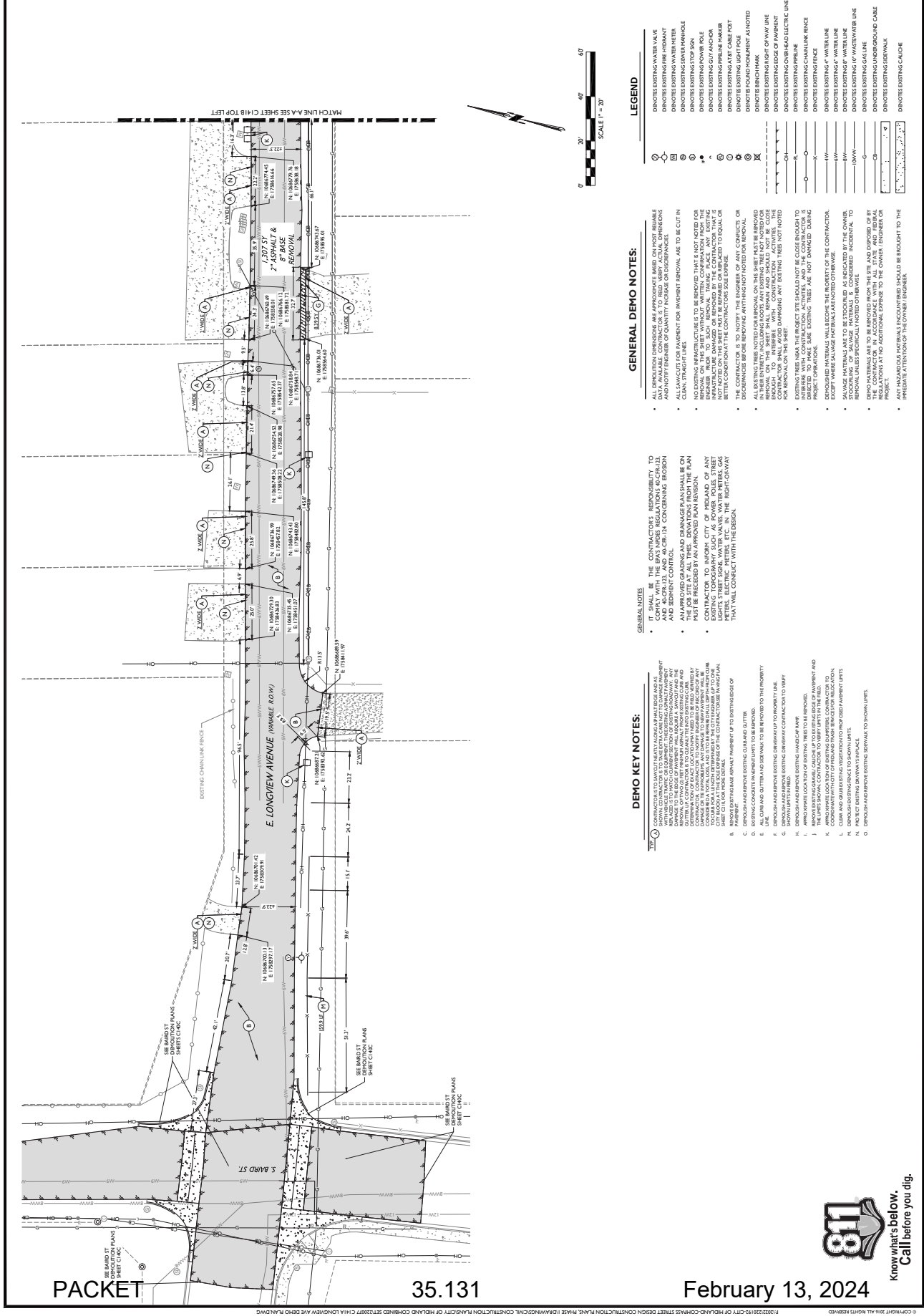
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Q. BORROW AREAS, IF EXCAVATED, SHALL BE DETECTED AND STABILIZED UTILIZING THE PLAN WORK SHALL CONFORM TO GOVERNMENTAL REQUIREMENTS AND BECOME PART OF THE SITE POLLUTION PREVENTION PLAN. THIS WORK SHALL BE DONE BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.

A. ALL NONPAVED AREAS SHALL BE MULCHED AND SEEDED WITH EROSION PROTECTION IMMEDIATELY AFTER CONSTRUCTION. MULCHING AND SEEDING SHALL BE DONE BY THE CONTRACTOR. THE CONTRACTOR SHALL MAINTAIN THE FINAL GRADING AND SEED SEEDED AREAS WATERED UNTIL FULLY ESTABLISHED. EROSION PROTECTION SHALL BE CONSTRUCTED AS DETAILED ON THIS SHEET. THE CONTRACTOR SHALL DESIGNATE MATERIAL AND EQUIPMENT STORAGE AREAS. MATERIALLY OWNED BY THE OWNER. THE STORAGE AREAS SHALL BE GRADED FOR POSITIVE DRAINAGE AND THE SURROUNDING AREAS SHALL BE MULCHED AND SEEDED WITH EROSION PROTECTION. EROSION PROTECTION SHALL BE INSTALLED AROUND THE STORAGE AREAS TO PREVENT ANYBODIES FROM MOVING THE SITE.

**Know what's below.
Call before you dig.**





- LEGEND

○

 DEMOLISH EXISTING WATER VALVE

○

 DEMOLISH EXISTING FIRE HYDRANT

○

 DEMOLISH EXISTING WATER METER

○

 DEMOLISH EXISTING SEWER MANHOLE

○

 DEMOLISH EXISTING POWER POLE

○

 DEMOLISH EXISTING GUY ANCHOR

○

 DEMOLISH EXISTING PNEUMATIC MARKER

○

 DEMOLISH EXISTING AT-TEE CABLE POST

○

 DEMOLISH EXISTING OFF-POLE

○

 DEMOLISH EXISTING BRANCH

○

 DEMOLISH EXISTING BRANCH

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 DEMOLISH EXISTING EDGE OF PAVEMENT

○

 DEMOLISH EXISTING OVERHEAD ELECTRIC LINE

○

 DEMOLISH EXISTING PNEUMATIC MARKER

○

 DEMOLISH EXISTING FENCE

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 DEMOLISH EXISTING 4" WATER LINE

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 DEMOLISH EXISTING 8" WATER LINE

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 DEMOLISH EXISTING 16" WATER LINE

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 DEMOLISH EXISTING GAS LINE

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 DEMOLISH EXISTING OVERHEAD CABLE

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 DEMOLISH EXISTING SIGNAL

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 DEMOLISH EXISTING CAULC

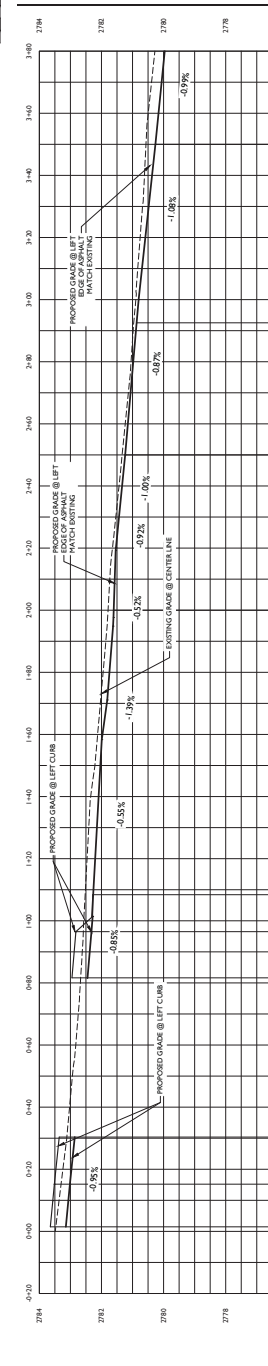
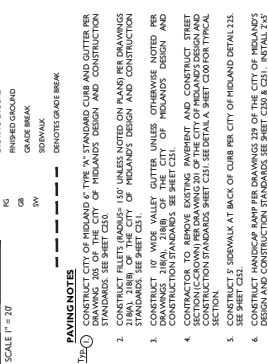
GENERAL DEMO NOTES:

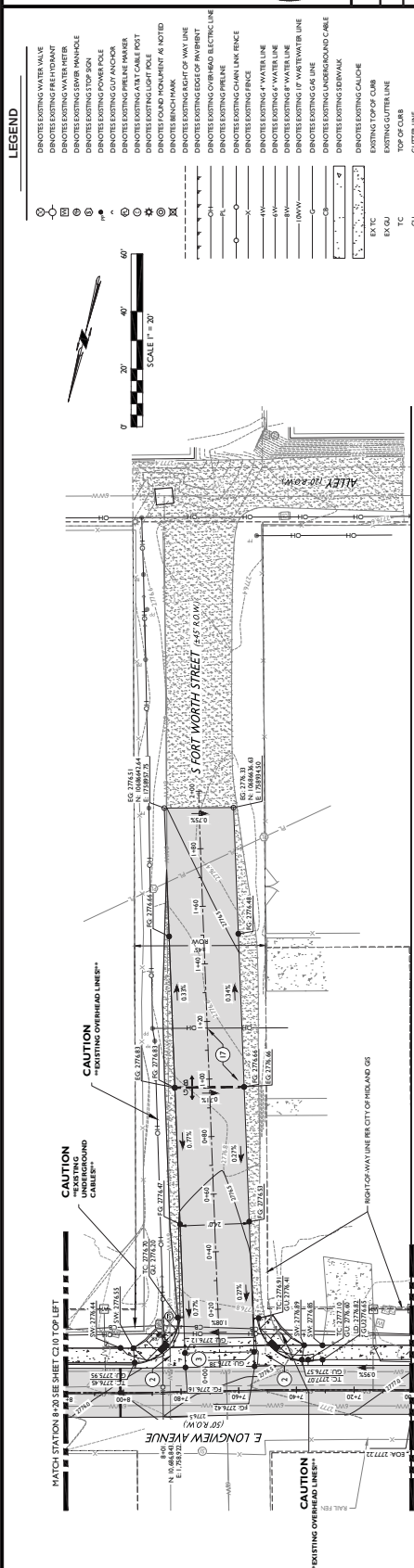
ALL DEMOLITION OPERATIONS ARE APPROXIMATE BASED ON MOST RELIABLE INFORMATION AVAILABLE. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO ANY DEMOLITION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVING THE DEMOLITION PLAN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVING THE DEMOLITION PLAN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVING THE DEMOLITION PLAN.

- GENERAL NOTES

IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN ALL NECESSARY PERMITS AND APPROVING THE DEMOLITION PLAN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVING THE DEMOLITION PLAN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVING THE DEMOLITION PLAN.
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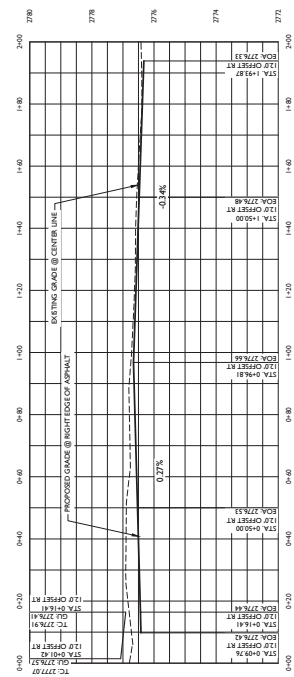
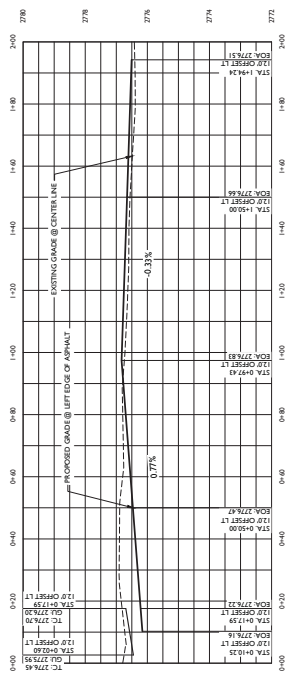
CONTRACTOR TO DEMOLISH EXISTING WATER VALVE, FIRE HYDRANT, WATER METER, SEWER MANHOLE, POWER POLE, GUY ANCHOR, PNEUMATIC MARKER, AT-TEE CABLE POST, OFF-POLE, BRANCH, EDGE OF PAVEMENT, OVERHEAD ELECTRIC LINE, PNEUMATIC MARKER, FENCE, 4" WATER LINE, 8" WATER LINE, 16" WATER LINE, GAS LINE, OVERHEAD CABLE, SIGNAL, CAULC.





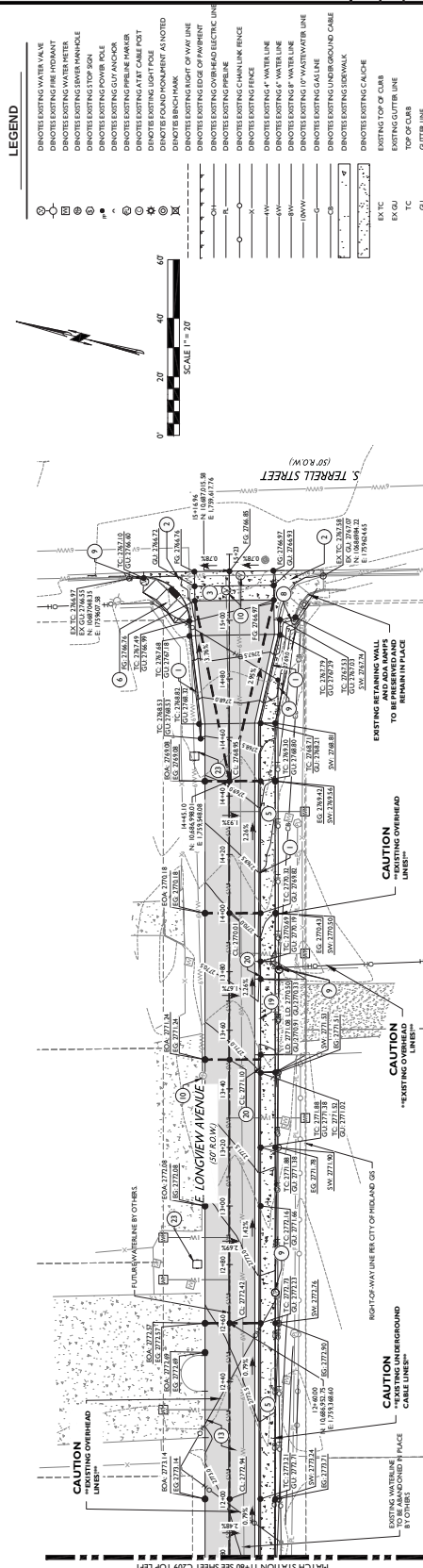
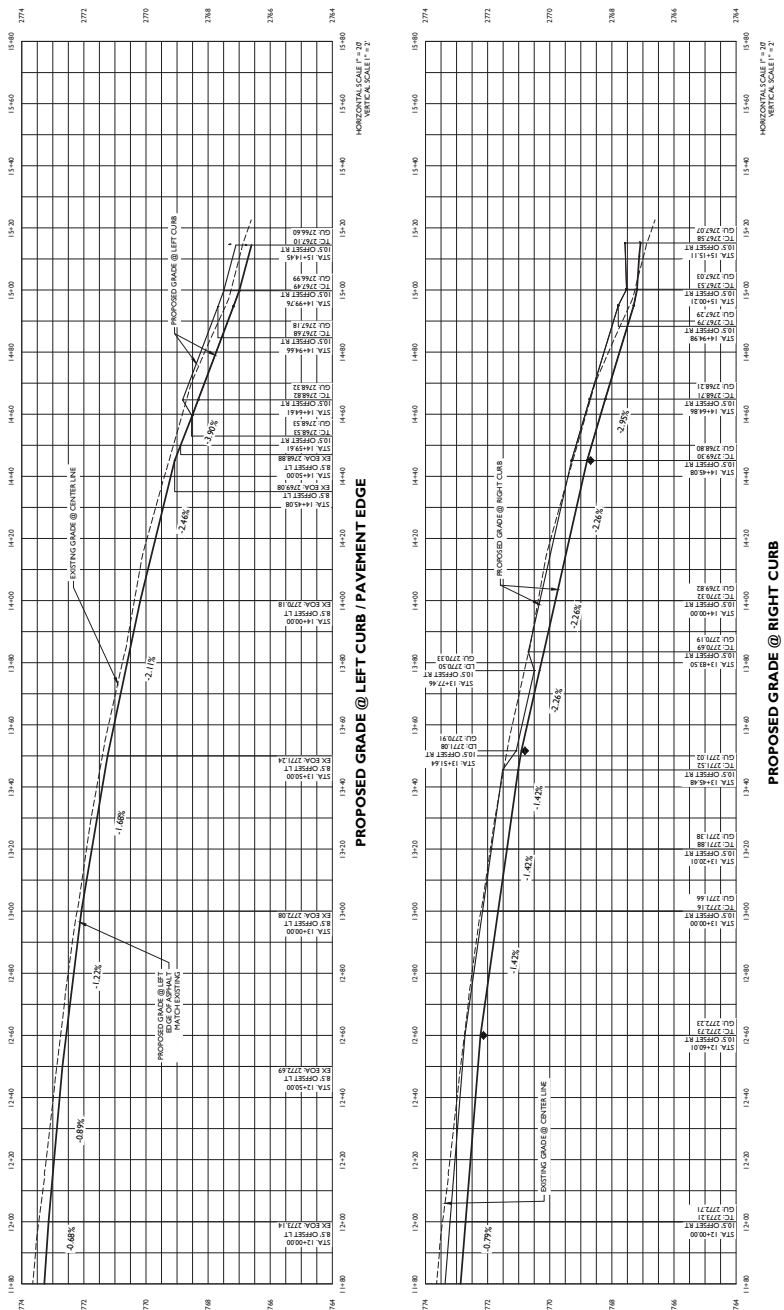
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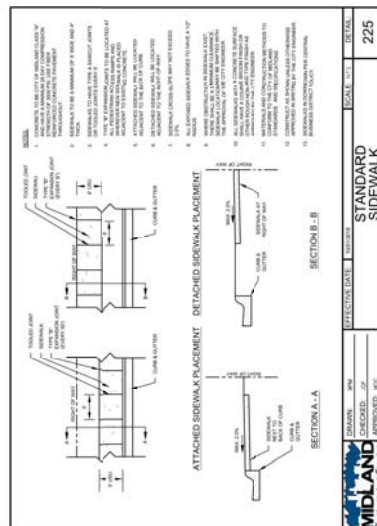
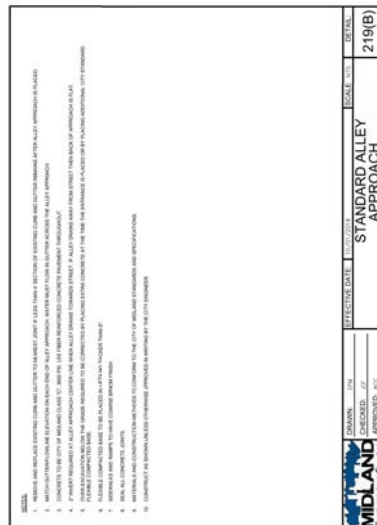
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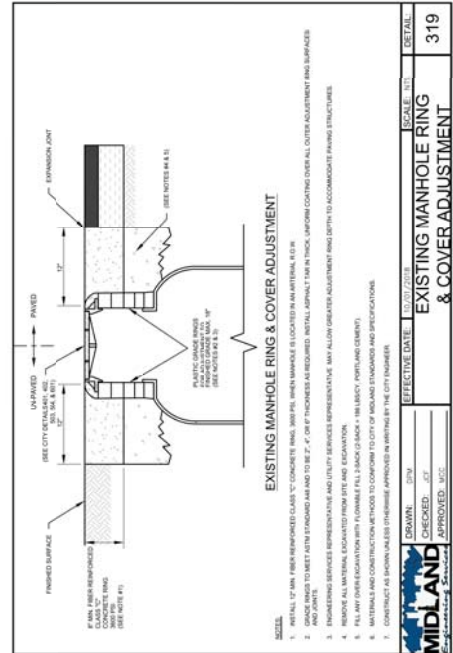
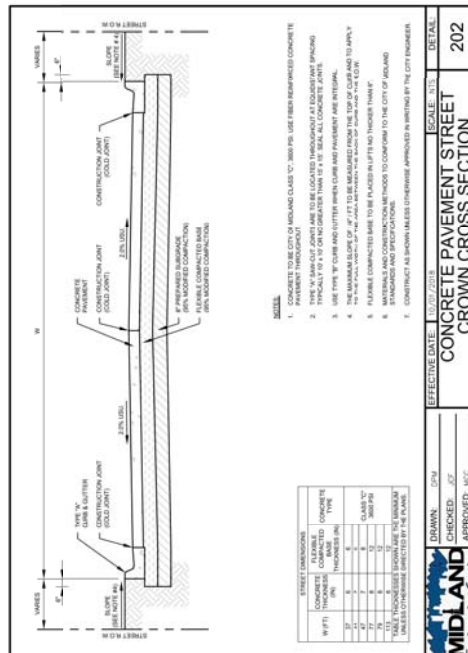
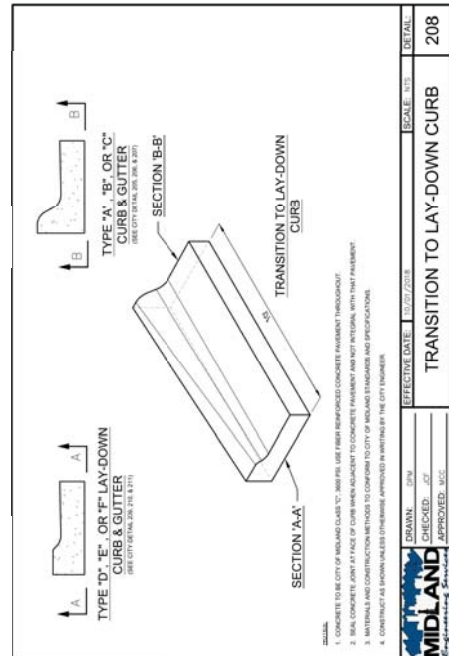
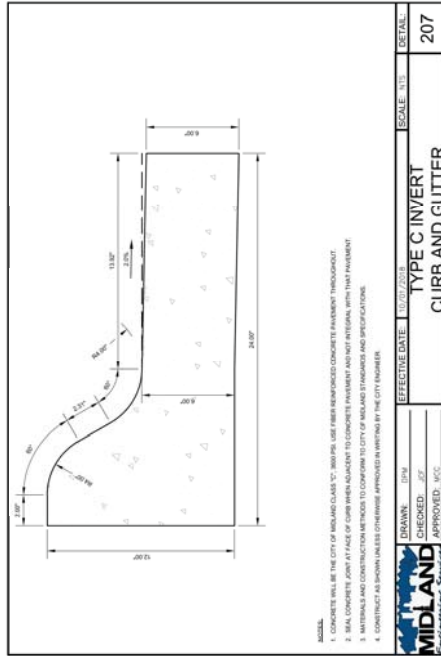


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6. CONSTRUCT PEDESTRIAN RAMPS IN COMPLIANCE WITH ADA RULES AND REGULATIONS AND CITY OF MIDLAND SPECIFICATIONS AND DETAILS.

	JOB
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Δ	DRAWN BY JAB II
REVISIONS	
BY	APPR. DATE

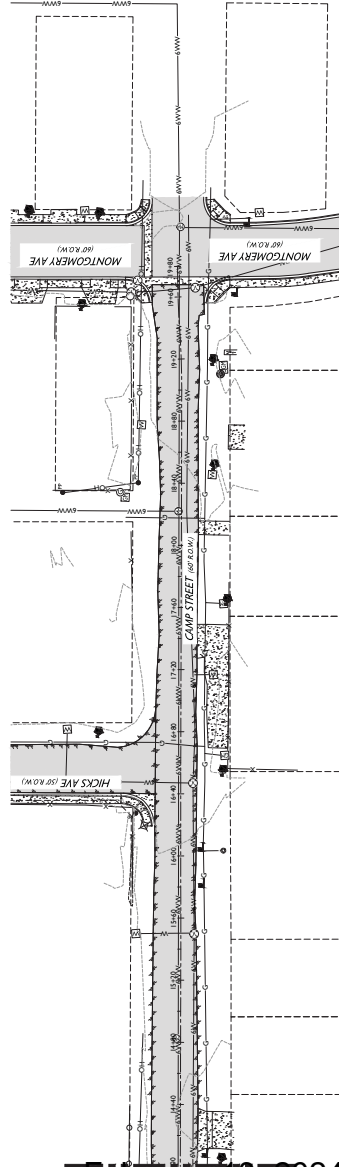
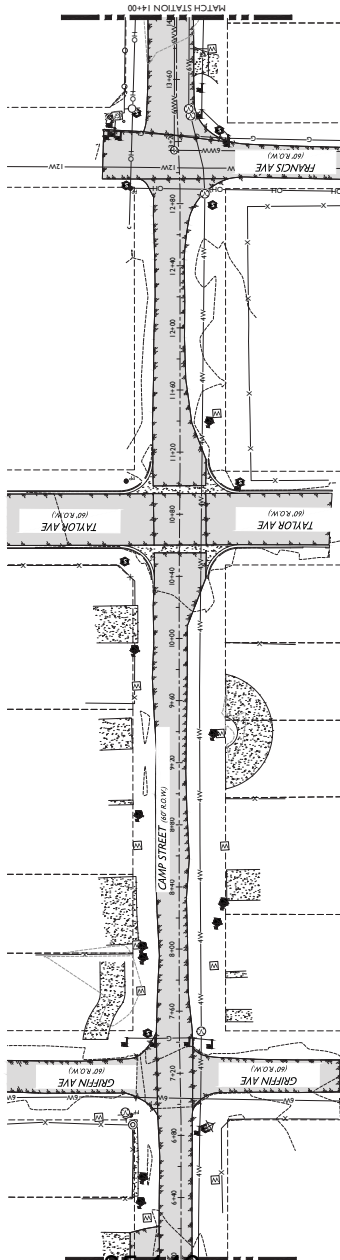
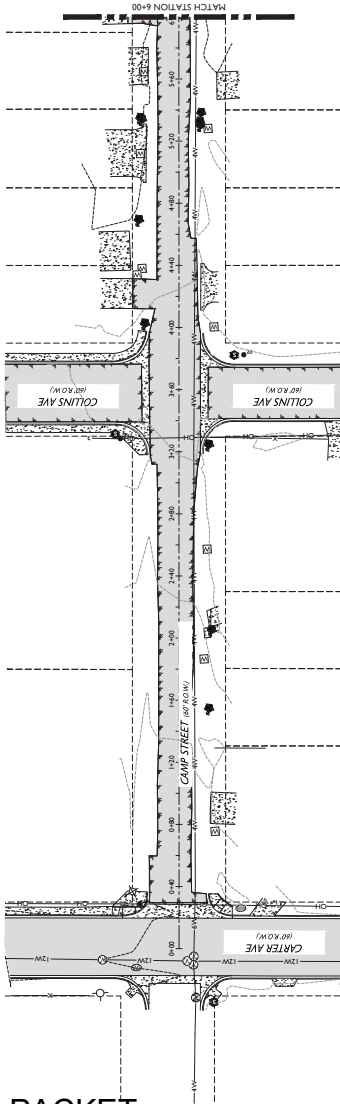


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GENERAL NOTES - CAMP
COMPASS COMBINED
CITY OF MIDLAND, TEXAS



C301



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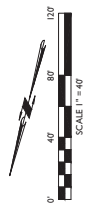
February 13, 2024

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P:\2021\210192\CITY OF MIDLAND-COMPASS STREET DESIGN CONSTRUCTION PLANS\PHASE 1\DRAWINGS\CIVIL CONSTRUCTION PLANS\CITY OF MIDLAND-COMPASS STREET EXISTING TOPOGRAPHY.DWG

Know what's below.
Call before you dig.

LEGEND

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LEGEND

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|--|---------------------------------------|
| | DENOTES EXISTING CLEAN CUT |
| | DENOTES EXISTING FIRE HYDRANT |
| | DENOTES EXISTING WATER METER |
| | DENOTES EXISTING SEWER MANHOLE |
| | DENOTES EXISTING DUMPSTER |
| | DENOTES EXISTING SURROUNDING PROPERTY |
| | DENOTES EXISTING EDGE OF PAVEMENT |

PERMANENT BMP CONSTRUCTION NOTES:

1. PRIOR TO CONSTRUCTION INSTALL ALL EROSION CONTROL MEASURES/PIPS AND MAINTAIN AT ALL TIMES.
2. INSPECT ALL EROSION CONTROL MEASURES/PIPS PRIOR TO RAIN EVENT TO ENSURE THEY ARE PROPERLY INSTALLED AND MAINTAINED. IF ANY EROSION CONTROL MEASURES/PIPS ARE OBSERVED TO BE DEFECTIVE, STOP CONSTRUCTION IMMEDIATELY AND CORRECT DEFECTS PRIOR TO ANY FURTHER CONSTRUCTION. IF ANY EROSION CONTROL MEASURES/PIPS ARE OBSERVED TO BE DEFECTIVE, STOP CONSTRUCTION IMMEDIATELY AND CORRECT DEFECTS PRIOR TO ANY FURTHER CONSTRUCTION.
3. CONSIDER INSTALL RUMBLE PLATES TO MINIMIZE TRACK OUT IN THE STREETS IN THE AREAS OF PROJECT.
4. SEE SHEET C-17 FOR EROSION CONTROL DETAILS.

NOTE:

CONTRACTOR TO DECIDE BEST PLACE FOR CONCRETE WASHOUT LOCATION. CONCRETE WASHOUT NEEDS TO BE PLACED PRIOR TO CONSTRUCTION.

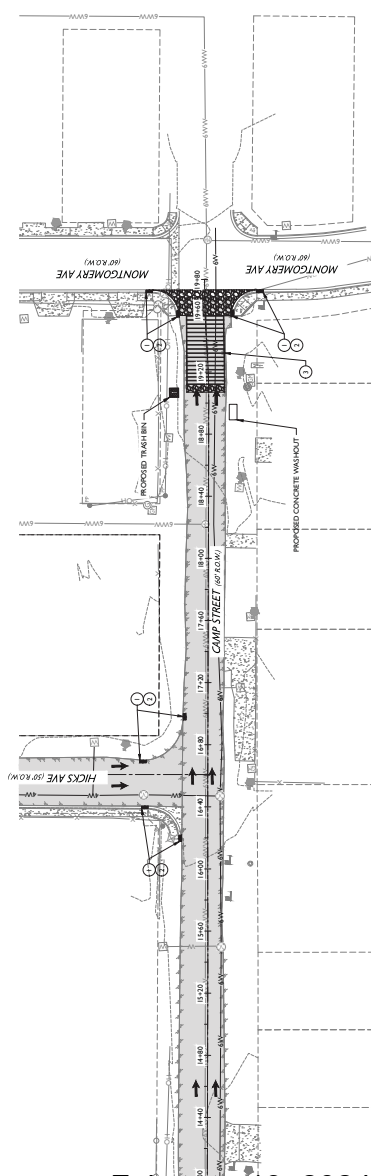
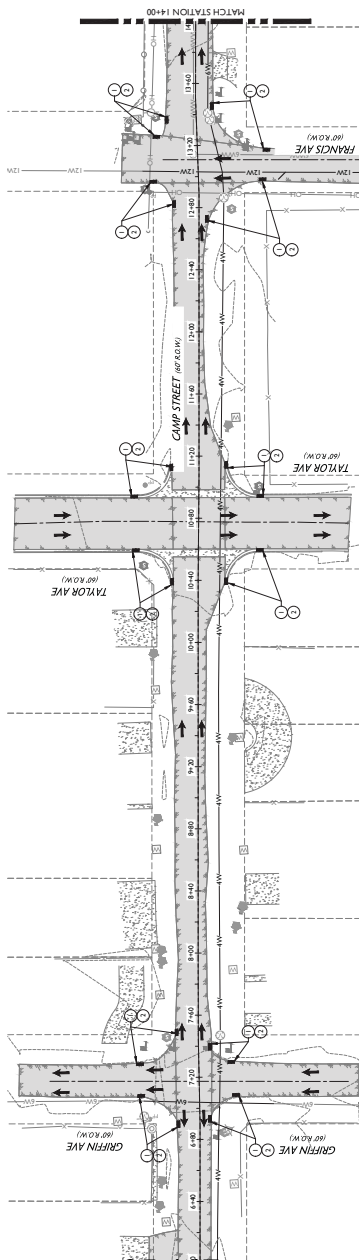
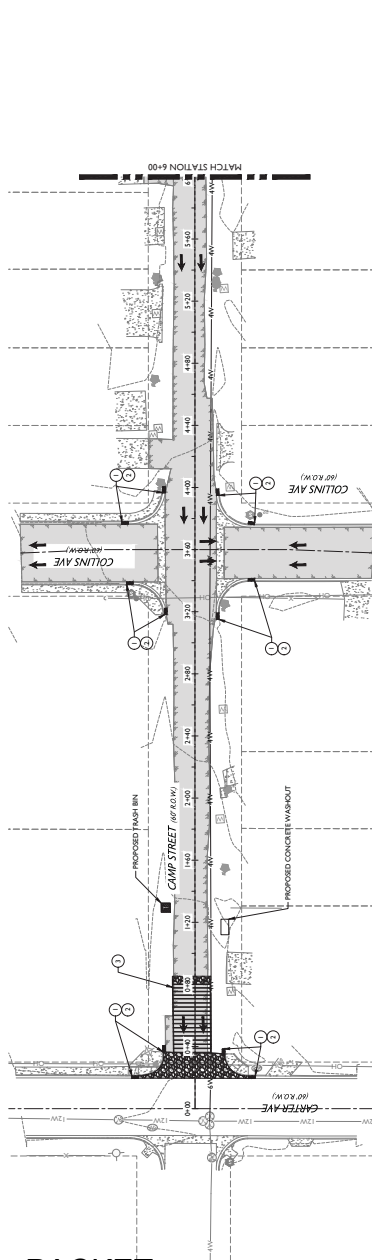
THIS PROJECT IS CONSIDERED LINEAR AND THEREFORE REQUIRES PROPER DOCUMENTATION TO BE FILED TO CITY OF MIAMI. DOCUMENTATION INCLUDES CONSTRUCTION SITE NOTICE OR

NOTICE OF INTENT (SEE TCEQ REQUIREMENTS FOR LARGE AND SMALL SITES) AND WILL REQUIRE A PREPARED SWPPP. PLEASE SUBMIT APPROPRIATE DOCUMENTATION (NOTICE OF INTENT) TO THE CITY OF MIDLAND STORMWATER DIVISION 7 DAYS BEFORE CONSTRUCTION BEGINS. CONTACT MIDWILLIAMS@MIDLANDTX.GOV. THIS IS A LARGE PROJECT AND WILL REQUIRE A LARGE SITE DOCUMENTATION AND PREPARED SWPPP. DOCUMENTATION.

EROSION CONTROL INSPECTION WILL BE REQUIRED AFTER INSTALLATION. REQUEST INSPECTION AT MDWILLIAMS@MIDLANDTEXAS.GOV

GENERAL NOTES:

- [illegible]



[illegible]

TYPICAL SECTIONS

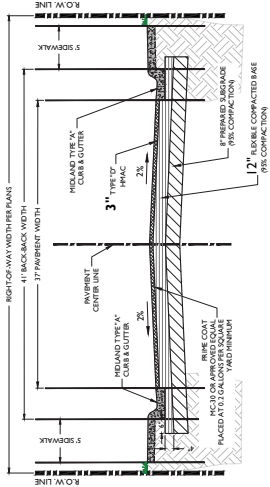
COMPASS COMBINED

CITY OF MIDLAND, TEXAS

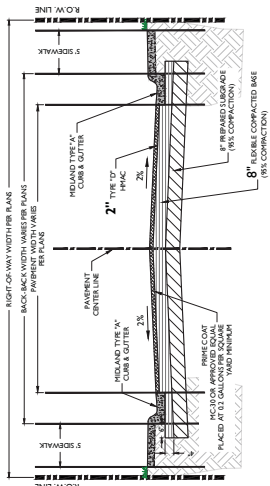


Know what's below.
Call before you dig.

C305



CROSS-SECTION B-B' SCALE: N.T.S.



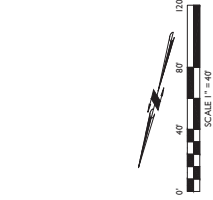
CROSS-SECTION A-A' SCALE: N.T.S.

FRANCIS AVENUE FROM STA. 9+48.02 TO STA. 47+19.19
HICKS AVENUE ALL STATIONS
JOHNSTON STREET ALL STATIONS
MORAN STREET ALL STATIONS
CAMP STREET ALL STATIONS

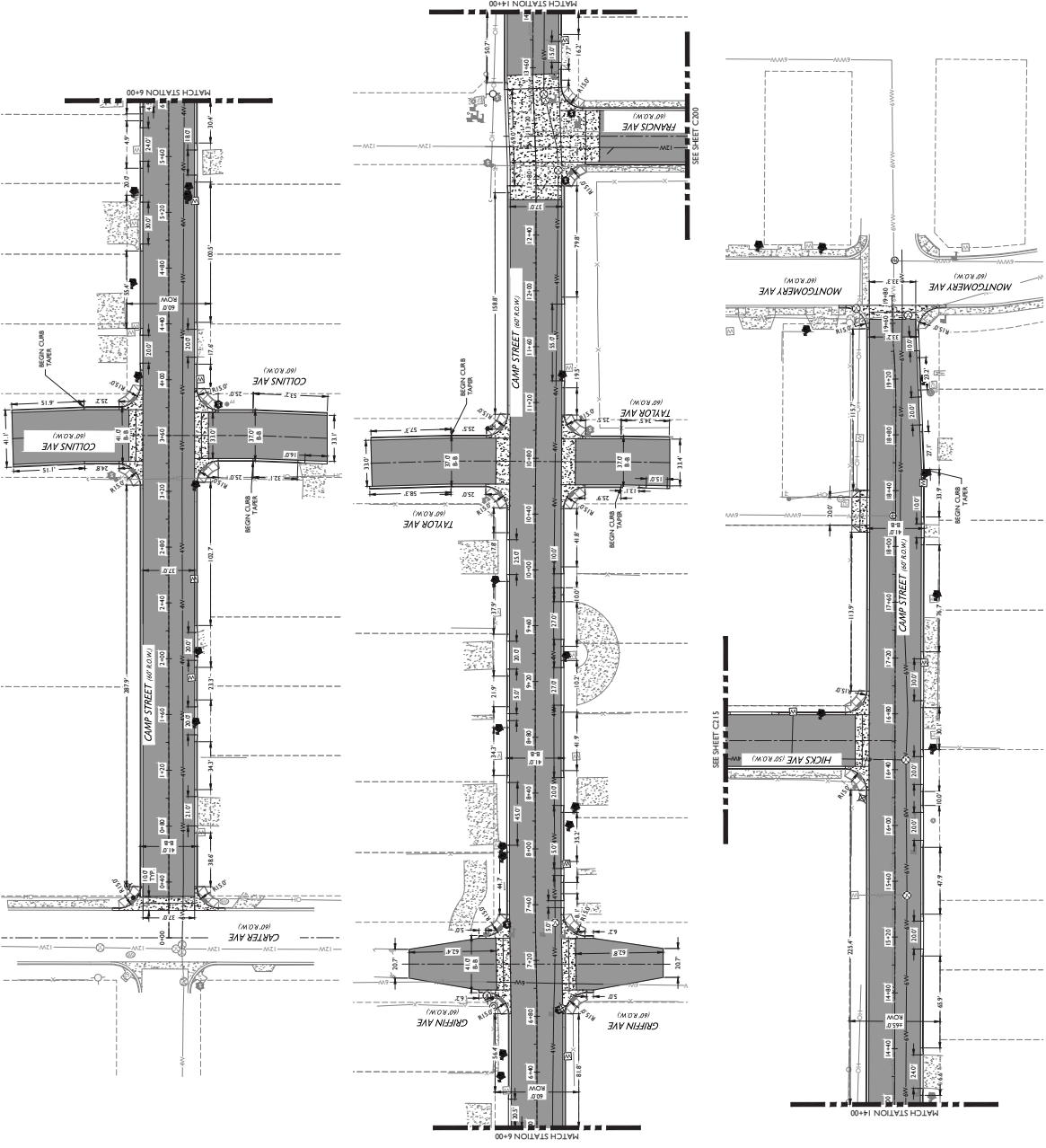
PRIME COAT NOTE:
PRIME RATE IS 0.20 GAL/SY FOR A
PRIME COAT OF (AEP) OR (MC-30).



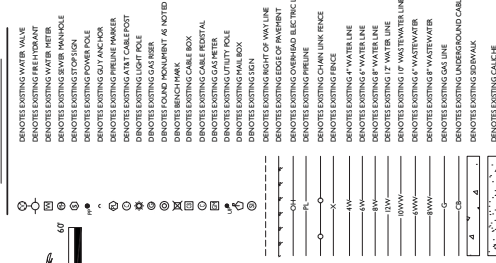
DATE: 10/03/2023	DESIGNED BY: MFM	CHECKED BY: MFM	APPROVED BY: MFM
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 Know what's below.
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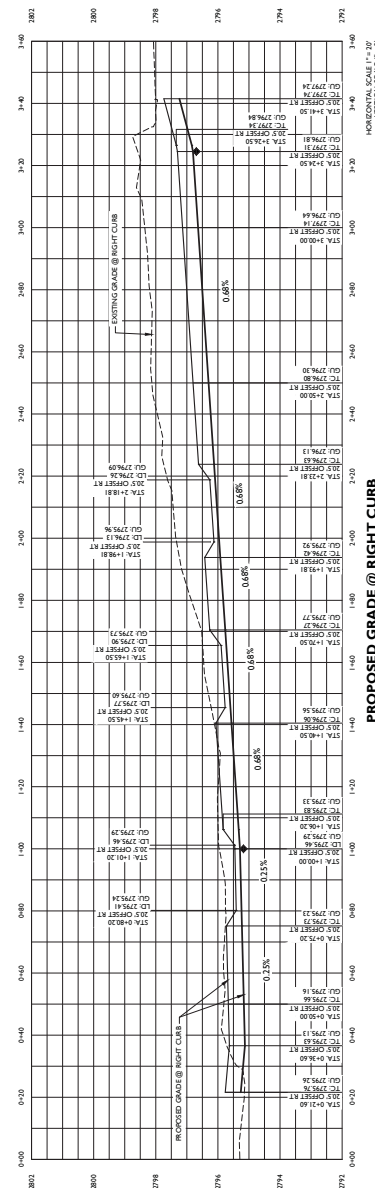
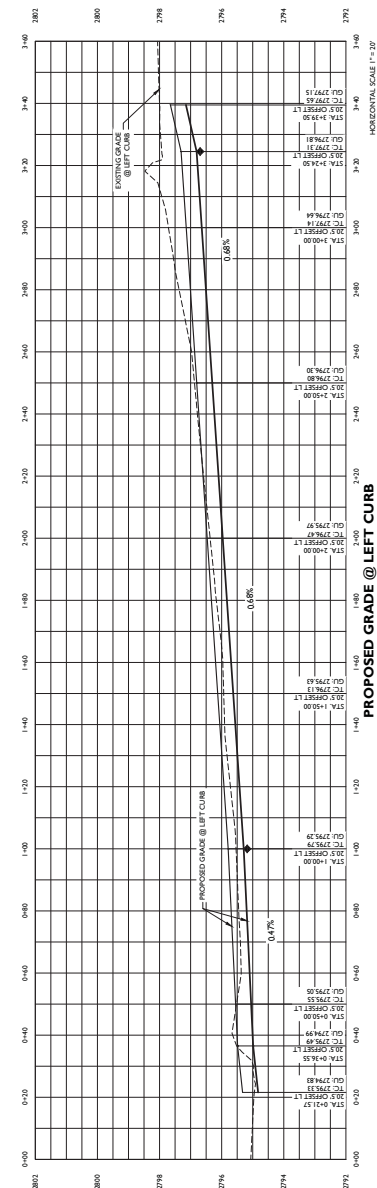
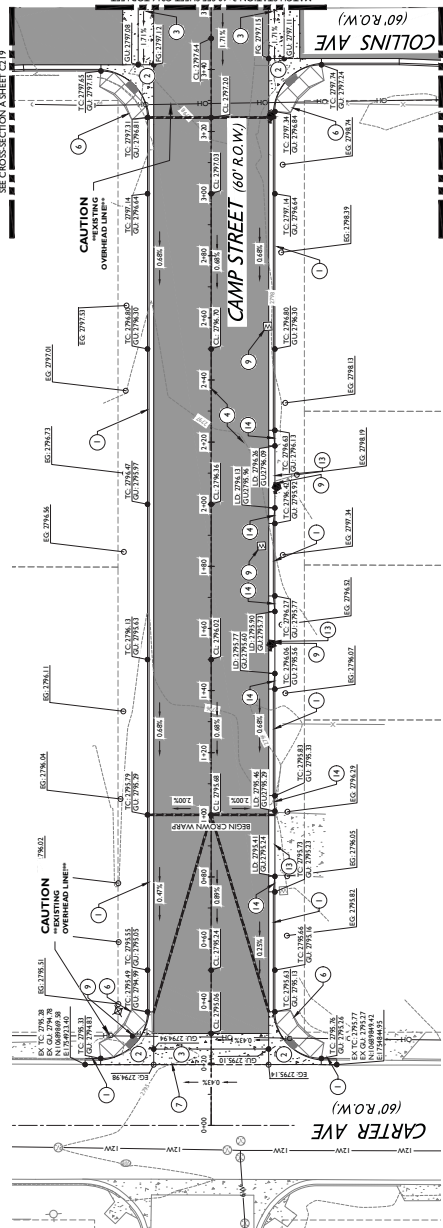
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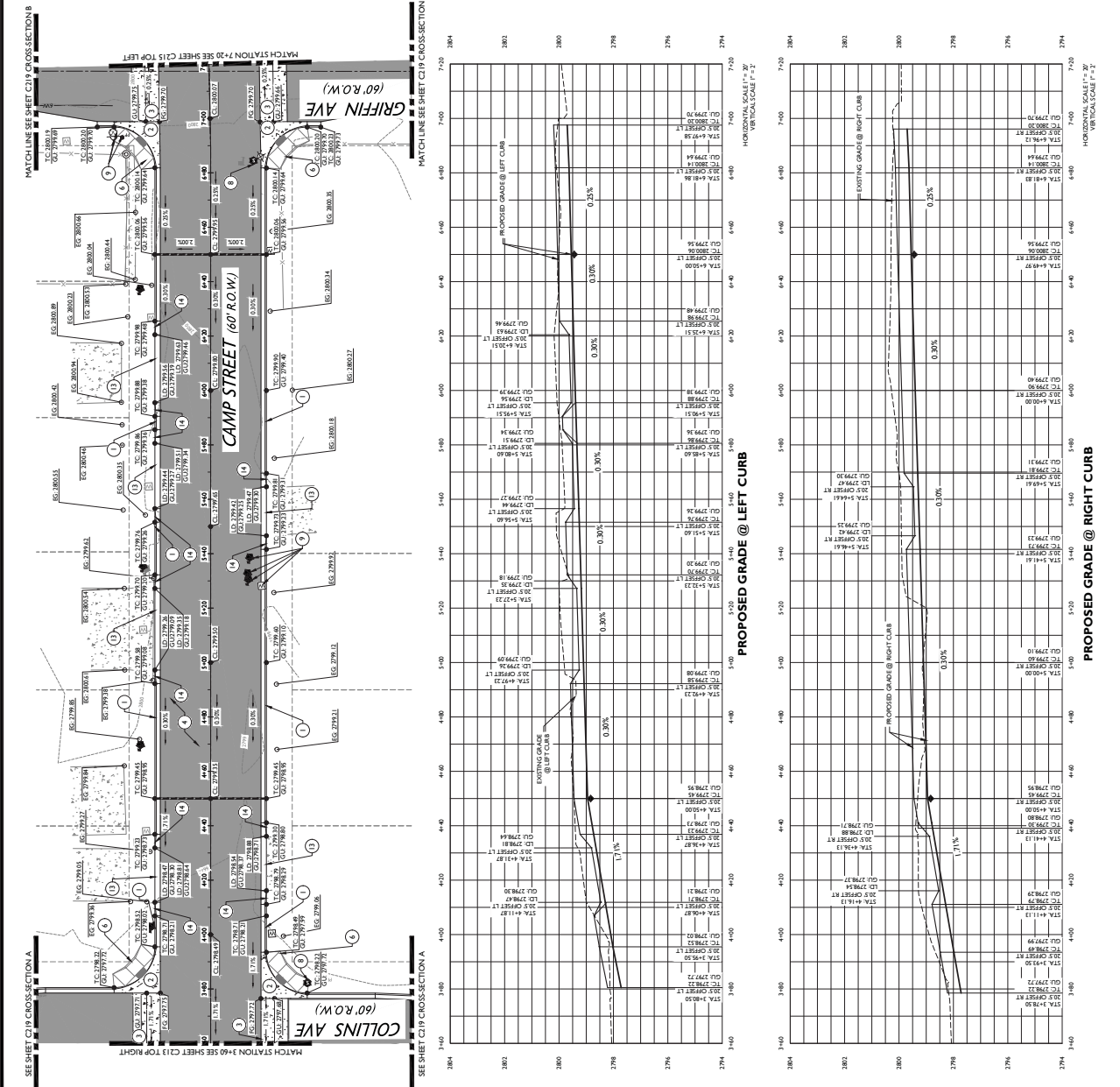


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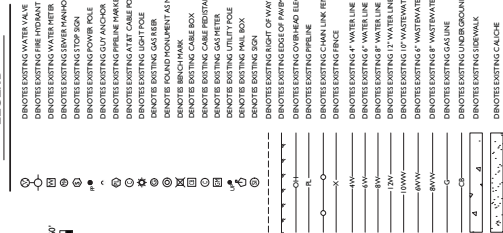
PAVING NOTES

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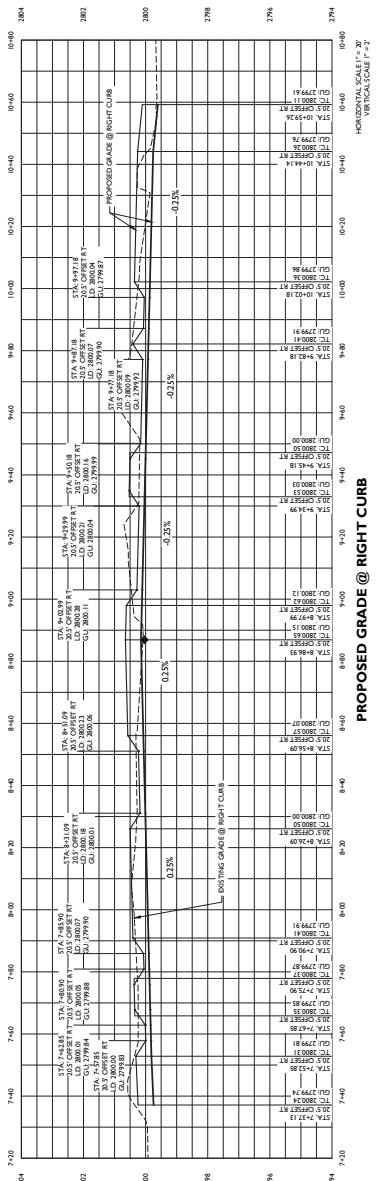
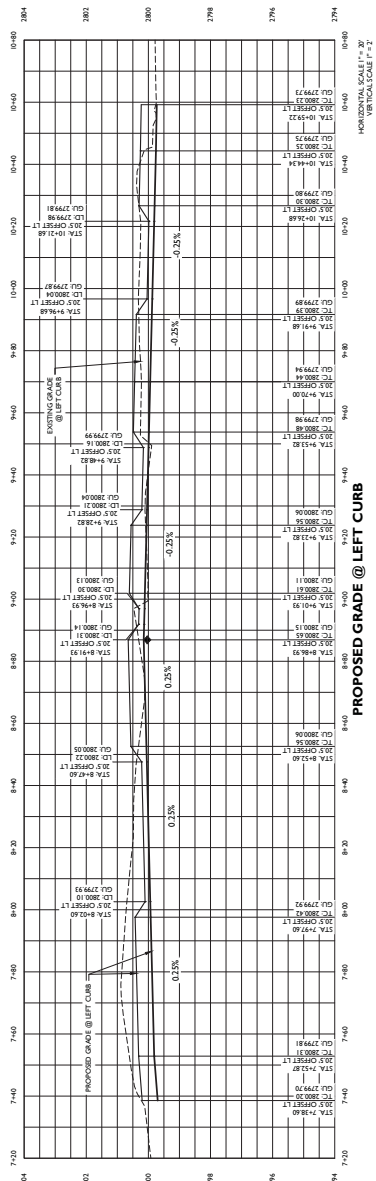
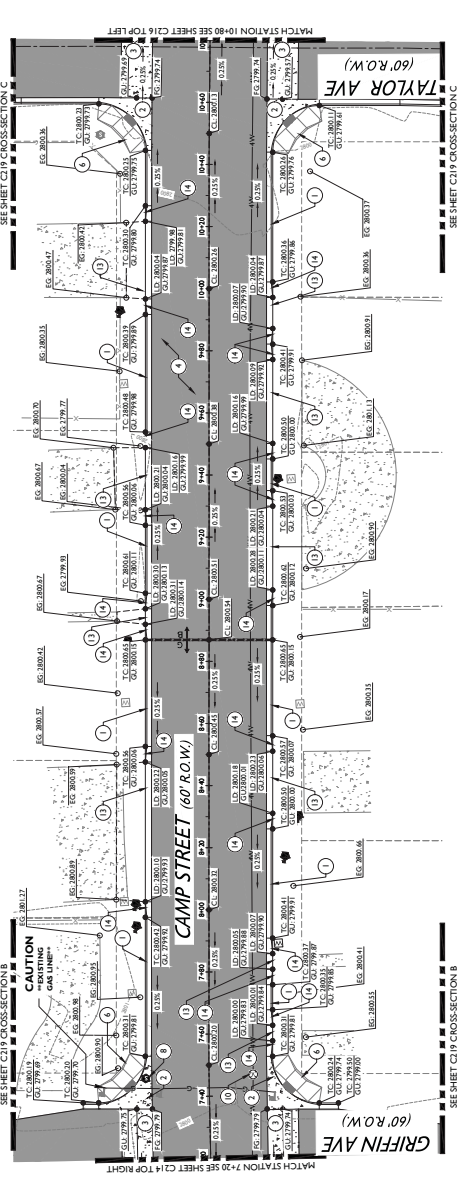
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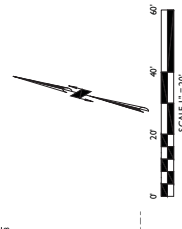
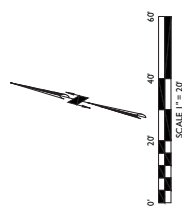
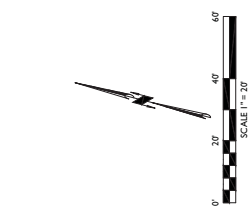
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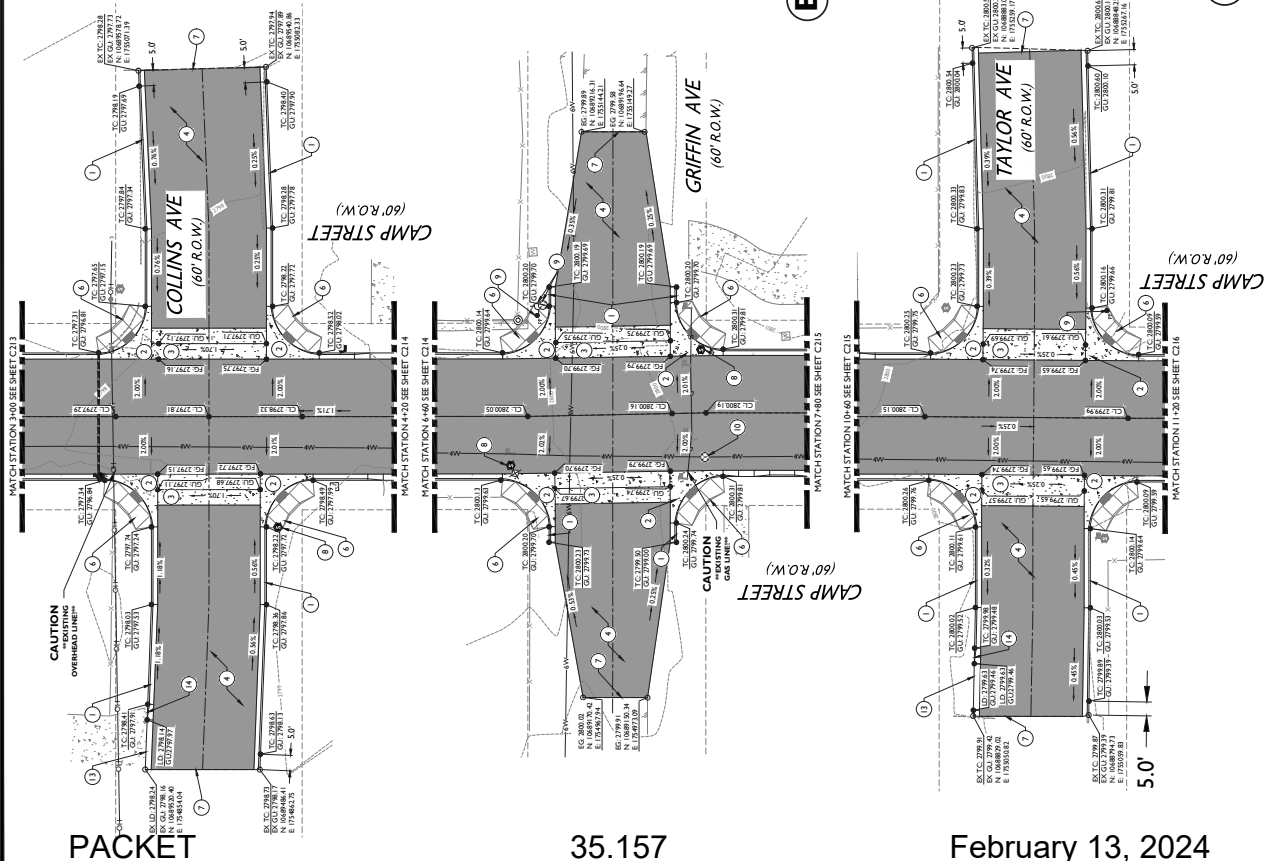
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COLLINS AVENUE AND CAMP STREET

GRIFFIN AVENUE AND CAMP STREET

TAYLOR AVENUE AND CAMP STREET



COMPASS COMBINED

PAVING DETAILS

CITY OF MIDLAND, TEXAS

109572

JANUARY 1, 2024

12/17/2023

SHEET

C320

DATE: 10/01/2023

APPROVED BY: MFM

CHECKED BY: MFM

DRAWN BY: JAK

REVISIONS:

DATE: 10/01/2023

APPROVED BY: MFM

CHECKED BY: MFM

DRAWN BY: JAK

REVISIONS:

1909 West Wall Street, Suite "C"

Midland, Texas 79701

TEXAS SURVEY FIRM #: F-15089

File #: 262-0989

Tel: (432) 752-0999

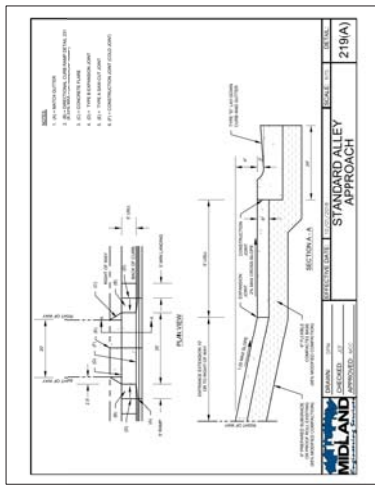
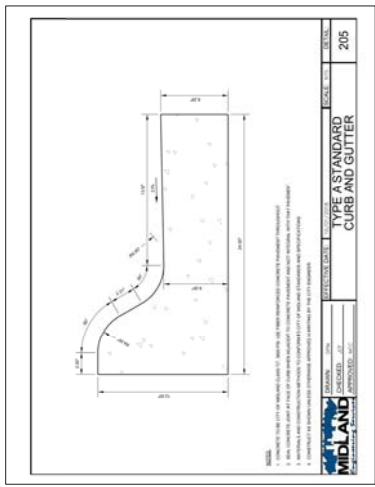
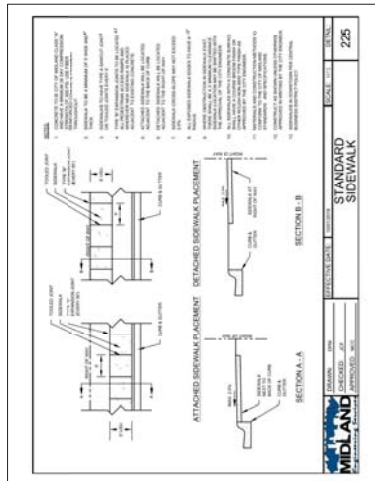
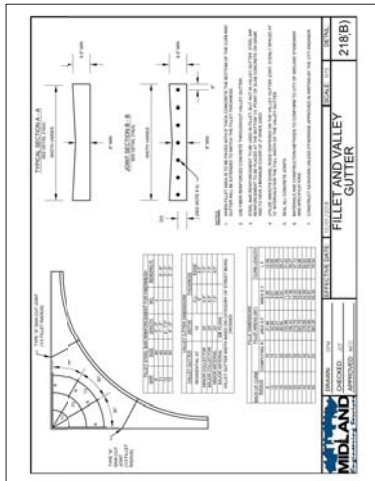
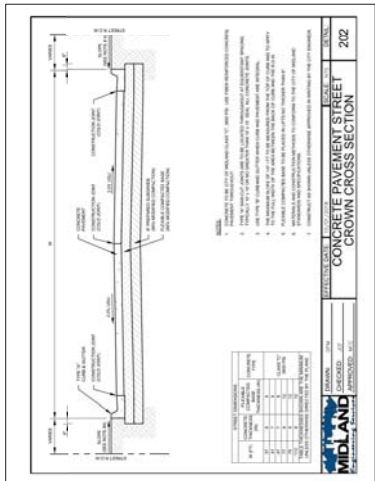
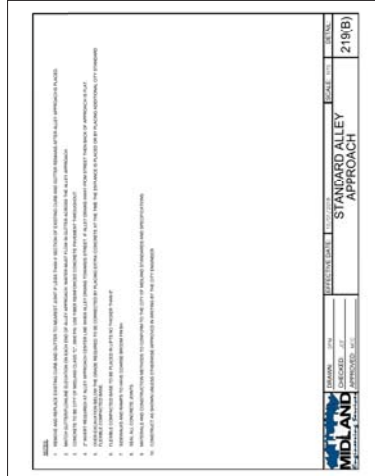
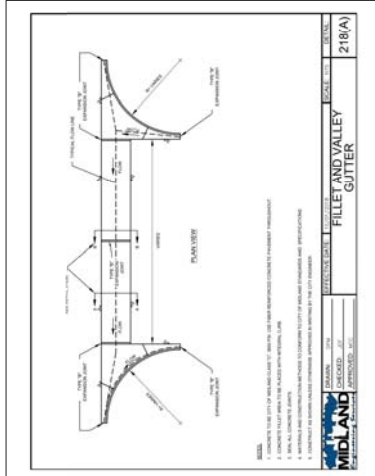
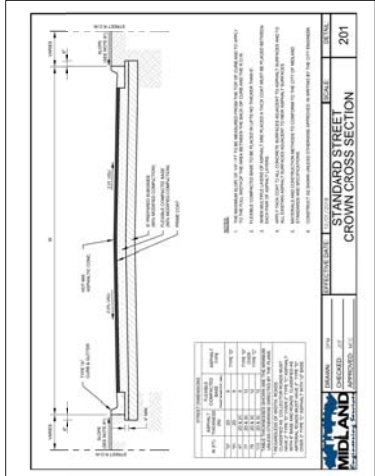
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MAVERICK

109572

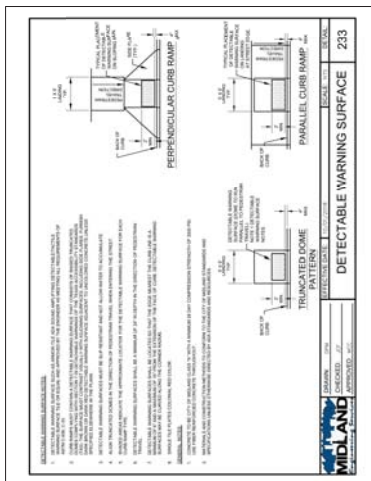
JANUARY 1, 2024



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Call before you dig.

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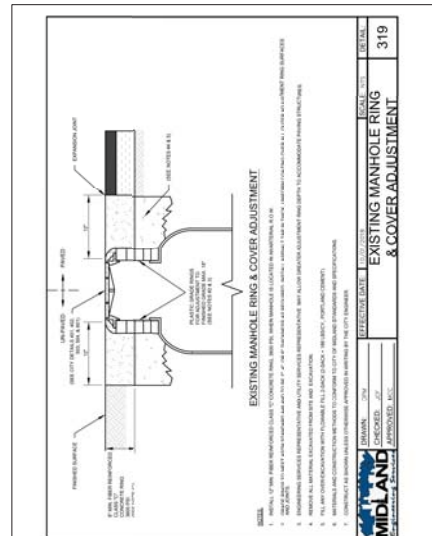
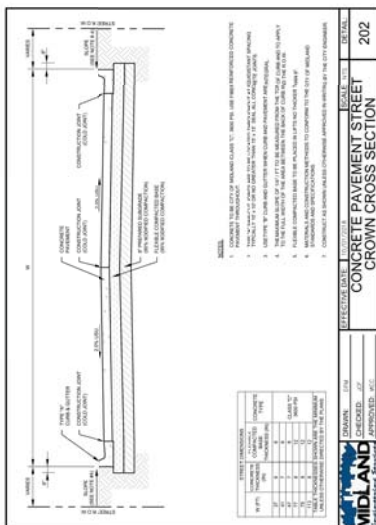
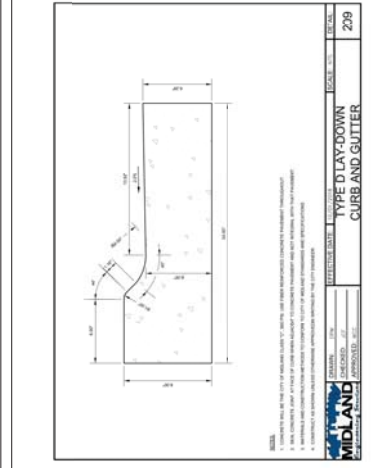
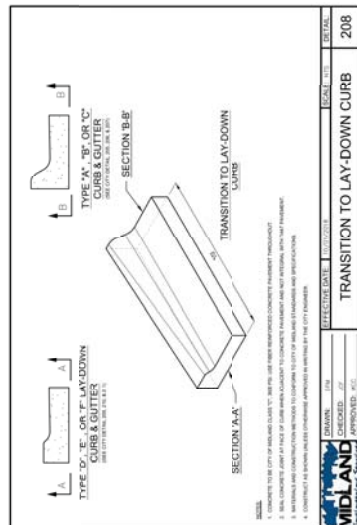
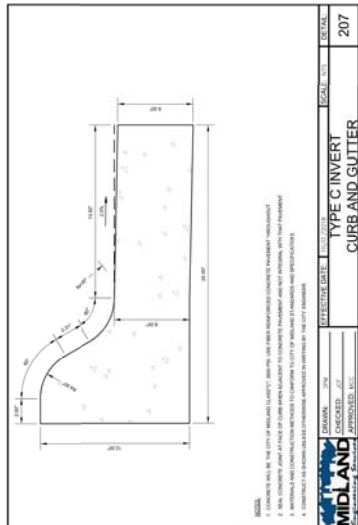
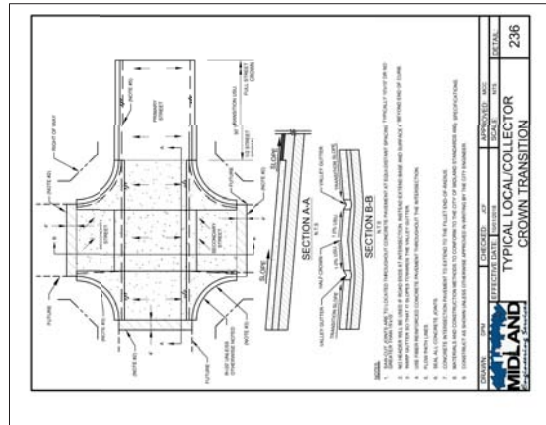
CITY OF MIDLAND, TEXAS



PAVING DETAILS

C322

Know what's below.
Call before you dig.



PACKET

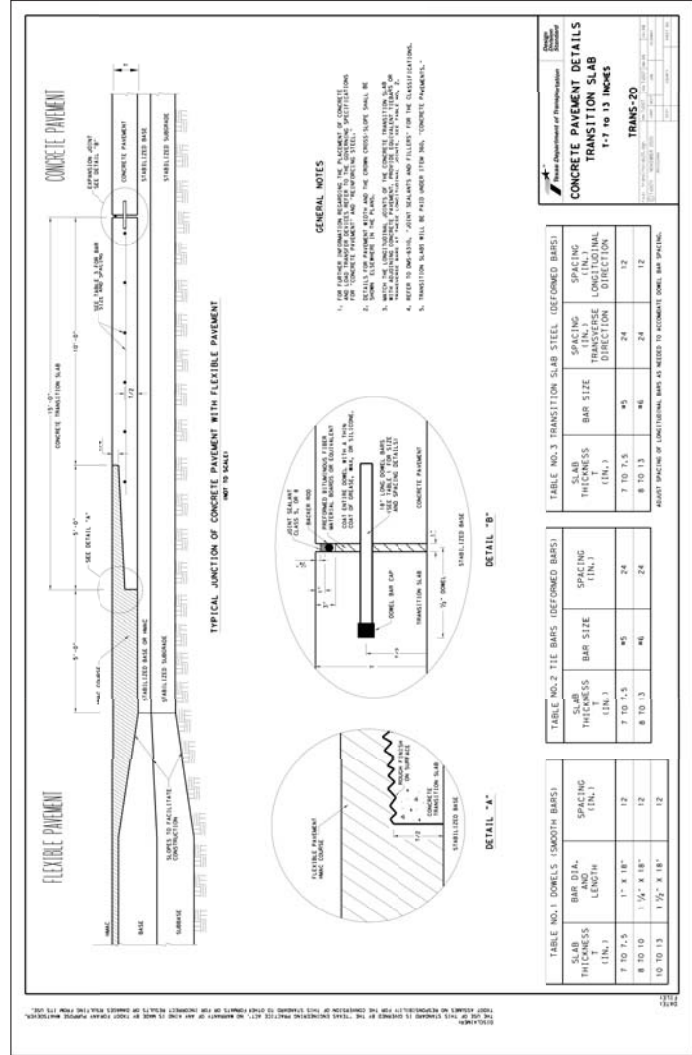
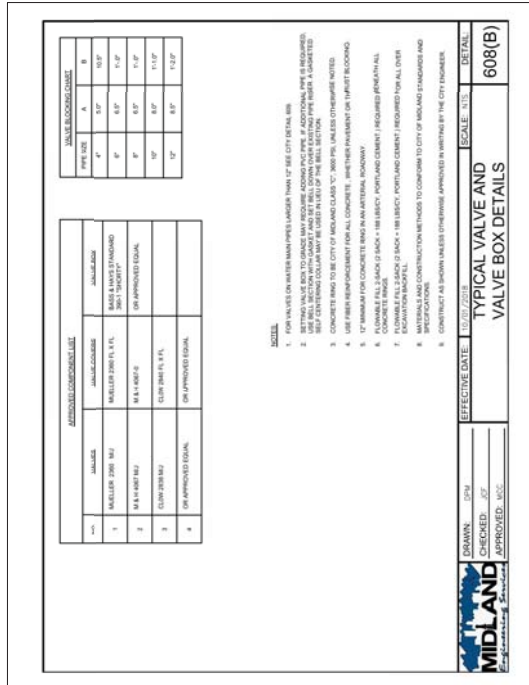
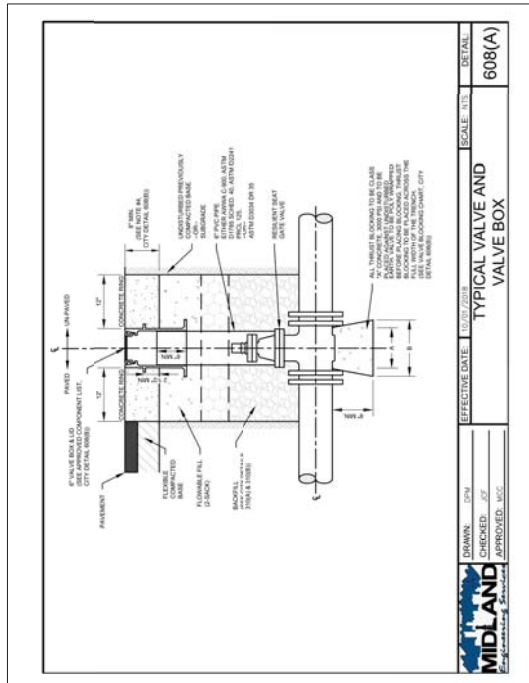
35.160

February 13, 2024

PACKET

35.161

February 13, 2024



GENERAL NOTES:

- a. THE DESIGN IS FOR PUBLIC WATER IMPROVEMENTS AT CAMP STREET FROM CARTER AVENUE TO MONTGOMERY AVENUE.
- b. ALL CONSTRUCTION IS TO COMPLY WITH CITY OF MIDLAND STANDARDS AND SPECIFICATIONS WHEREVER APPLICABLE. ALL OTHER STANDARDS, SPECIFICATIONS, ORDINANCES, RULES, REGULATIONS, AND REQUIREMENTS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS SHALL GOVERN.
- c. ALL BEARING DIMENSIONS AND COORDINATES SHOWN IN THE CONSTRUCTION DRAWING SET ARE RELATED TO TEXAS STATE PLAIN VERTICAL DATUM 1983. ALL ELEVATIONS ARE RELATED TO NORTH AMERICAN VERTICAL DATUM 1983.
- d. EXISTING UTILITIES, INFRASTRUCTURE, AND OTHER OBJECTS INDICATED IN THESE PLANS HAVE BEEN LOCATED USING CITY OF MIDLAND RECORDS, SITE INSPECTIONS, AND SPOT SURVEYS. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THIS INFORMATION. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION AND NOTIFYING BENEVOLENT OF ANY CONFLICTS BETWEEN EXISTING UTILITIES, INFRASTRUCTURE, AND OTHER OBJECTS INDICATED IN THESE PLANS AND ANY NEW CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION AND NOTIFYING BENEVOLENT OF ANY CONFLICTS BETWEEN EXISTING UTILITIES, INFRASTRUCTURE, AND OTHER OBJECTS INDICATED IN THESE PLANS AND ANY NEW CONSTRUCTION.
- e. 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.
- f. CONTRACTOR IS TO NOTIFY ALL AFFECTED PROPERTIES AT LEAST 48 HOURS IN ADVANCE OF ANY UNKNOWN OR PLANNED INTERRUPTION OF SERVICE OR ACCESS DUE TO ANY CONSTRUCTION ACTIVITY PERFORMED BY CONTRACTOR.
- g. CONTRACTOR IS RESPONSIBLE FOR SUBMITTING A TRAFFIC CONTROL PLAN TO THE CITY OF MIDLAND FOR REVIEW AND APPROVAL PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITY.
- h. ANY ISSUES, CONFLICTS, OR DISCREPANCIES ENCOUNTERED IN THE FIELD THAT CONFLICT WITH THIS CONSTRUCTION DRAWING SET ARE TO BE BROUGHT TO ENGINEER'S ATTENTION PRIOR TO MAKING ANY DESIGN CHANGES IN THE FIELD.
- i. OSHA REQUIREMENTS AND ALL OTHER APPLICABLE FEDERAL, STATE, OR CITY OF MIDLAND REQUIREMENTS ARE TO BE FOLLOWED AND MAINTAINED THROUGHOUT THE PROJECT.
- j. TRAFFIC CONTROL FOR THIS PROJECT WILL BE CONTRACTOR'S RESPONSIBILITY. CONTRACTOR MUST SUBMIT TRAFFIC CONTROL PLAN IN ACCORDANCE WITH TRUCKED TO CITY OF MIDLAND FOR REVIEW AND APPROVAL NO LESS THAN TWO (2) BUSINESS DAYS BEFORE CONTRACTOR BEGINS ANY CONSTRUCTION ACTIVITY.
- k. MATERIAL STORAGE IS TO BE PLACED IN WORK ZONE IDENTIFIED IN APPROVED TRAFFIC CONTROL PLAN.
- l. OSHA REQUIREMENTS AND ALL OTHER APPLICABLE FEDERAL, STATE, OR CITY OF MIDLAND SAFETY REQUIREMENTS ARE TO BE FOLLOWED AND COMPLIED WITH AT ALL TIMES.
- m. CONTRACTOR MUST COMPLY WITH ALL STAKING AND TESTING REQUIREMENTS AS DESCRIBED IN PROJECT BID PACKET.
- n. CONTRACTOR IS REMINDERED THAT THE 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.
- o. PROCEDURES:
 - o.1. FOR ABANDONED (FOOT VALVES) TO REMAIN:
 - o.1.1. REMOVE THE ENTIRE 6-INCH PIPE TO HYDRANT, OR CUT OUT AT LEAST A 1-FOOT SECTION OF MAIN.
 - o.1.2. REMOVE VALVE BOX, VALVE CAN, AND THE EXISTING FIRE HYDRANT.
 - o.1.3. INSTALL A PLUG ON BUND FLANGE ON VALVE.
 - o.1.4. IF THE HYDRANT IS NOT REMOVED, PLUG BOTH ENDS OF HYDRANT RUN PIPE WITH CONCRETE.
 - o.1.5. REINSTALL THE VALVE BOX AND VALVE CAN, AND INSTALL A 6" GROUT IN VALVE CAN TO INDICATE A PLUGGED VALVE.
 - o.1.6. IF THE EXISTING HYDRANT IS TO BE RELOCATED DUE TO SOME CONFLICT, A NEW HYDRANT WILL BE INSTALLED. THE EXISTING HYDRANT SHALL BE DELIVERED TO THE CITY OF MIDLAND.
 - o.1.7. IF THE EXISTING HYDRANT IS TO BE RELOCATED DUE TO SOME CONFLICT, A NEW HYDRANT WILL BE INSTALLED. THE EXISTING HYDRANT SHALL BE DELIVERED TO THE CITY OF MIDLAND.
 - o.2. FOR ABANDONED (FOOT VALVES) TO BE REMOVED:
 - o.2.1. REMOVE THE ENTIRE 6-INCH PIPE TO HYDRANT, OR CUT OUT AT LEAST A 1-FOOT SECTION OF THE MAIN FROM THE OLD VALVE.
 - o.2.2. REMOVE THE VALVE BOX, VALVE CAN, AND FIRE HYDRANT.
 - o.2.3. TURN VALVE TO THE CLOSED POSITION.
 - o.2.4. IF THE EXISTING HYDRANT IS TO BE RELOCATED DUE TO SOME CONFLICT, A NEW HYDRANT WILL BE INSTALLED. THE EXISTING HYDRANT SHALL BE DELIVERED TO THE CITY OF MIDLAND.
 - o.2.5. IF THE EXISTING HYDRANT IS TO BE RELOCATED DUE TO SOME CONFLICT, A NEW HYDRANT WILL BE INSTALLED. THE EXISTING HYDRANT SHALL BE DELIVERED TO THE CITY OF MIDLAND.
 - o.2.6. BACKFILL AND COMPACT.
 - o.2.7. IF THE EXISTING HYDRANT IS TO BE RELOCATED DUE TO SOME CONFLICT, A NEW HYDRANT WILL BE INSTALLED. THE EXISTING HYDRANT SHALL BE DELIVERED TO THE CITY OF MIDLAND.
 - o.2.8. IF THE EXISTING HYDRANT IS TO BE RELOCATED DUE TO SOME CONFLICT, A NEW HYDRANT WILL BE INSTALLED. THE EXISTING HYDRANT SHALL BE DELIVERED TO THE CITY OF MIDLAND.

DENOTATION NOTES:

- A. CONTRACTOR IS TO NOTIFY ENGINEER OF ANY ADDITIONAL DEMOLITION THAT MAY BE NEEDED AND RECEIVE WRITTEN CONFIRMATION THAT EACH DEMOLITION IS APPROVED PRIOR TO ANY ADDITIONAL DEMOLITION TAKING PLACE.
- B. CONTRACTOR IS TO PROVIDE PROPER PROTECTION FOR ALL EXISTING UTILITIES, INFRASTRUCTURE, AND OTHER OBJECTS. ANY DAMAGE TO EXISTING UTILITIES, INFRASTRUCTURE, AND OTHER OBJECTS NOT INDICATED IN THIS CONSTRUCTION DRAWING SET, ANY SUCH DAMAGE ON REMOVAL MUST BE REPLACED OR REPAIRED AT CONTRACTOR AT THEIR SOLE EXPENSE TO EQUAL OR BETTER CONDITION.
- C. EXISTING WATER MAIN PIPE IDENTIFIED FOR REMOVAL IS TO BE REMOVED IN ITS ENTIRETY, INCLUDING ANY FITTINGS, STRUCTURES, AND APPURTENANCES.
- D. EXISTING WATER MAIN IDENTIFIED TO BE ABANDONED IN PLACE MUST BE COMPLETELY FILLED WITH FLOWABLE FILL 3/4 SACK (3 SACK = 188 POUNDS PER CUBIC YARD) AND BE COVERED AT EACH END OF WATER MAIN ABANDONED IN PLACE.
- E. ALL SAW CUTTING IS TO HAVE CLEAN AND STRAIGHT EDGES AND IS CONSIDERED INCIDENTAL TO ALL PAVEMENT REMOVAL.
- F. ALL TRENCH PAVEMENT REPAIRS ARE TO INCLUDE 12" TOPPING ON EITHER SIDE OF ANY TRENCH EXCAVATION.
- G. ALL EXISTING FIRE HYDRANTS REMOVED ARE TO BE RETURNED TO THE CITY OF MIDLAND.
- H. ALL EXISTING WATER METERS REMOVED ARE TO BE RETURNED TO CITY OF MIDLAND UNLESS SPECIFICALLY NOTED OTHERWISE IN THIS CONSTRUCTION DRAWING SET OR PROJECT BID PACKET.



CONSTRUCTION NOTES:

1. SEE SHEET C119 - C116 FOR CONTROL POINTS.
2. EXISTING PAVEMENT SHALL BE REMOVED AND REPLACED WITH THE FUTURE MICHIGAN AVERAGE PAVING PROJECT.
3. ANY AND ALL FLOWABLE FILL 3/4 SACK (3 SACK = 188 POUNDS PER CUBIC YARD) MUST BE CURED FOR NO LESS THAN THREE (3) DAYS PRIOR TO PLACEMENT OF ANY PAVEMENT OVER FLOWABLE FILL MATERIAL.
4. ALL NEW WATER MAINS TO MAINTAIN MINIMUM COVER OF 35" AND MINIMUM VERTICAL SEPARATION OF 30" ABOVE EXISTING WASTEWATER MAINS UNLESS OTHERWISE INDICATED IN THIS CONSTRUCTION DRAWING SET.
5. ALL DIMENSIONS MEASURED TO CURB ARE MEASURED TO BACK OF CURB.
6. ALL DIMENSIONS BETWEEN UTILITIES ARE MEASURED TO UTILITY CENTERLINE.
7. ALL FITTINGS INSTALLED ARE TO BE WRAPPED.
8. ALL NEW OR EXISTING VALVE MANHOLE JUNCTION, INLET, AND METER COVERS MUST BE ADJUSTED TO FINISHED GRADE AND BE SET FLUSH WITH ADJACENT FINISHED SURFACE WHETHER FINISHED SURFACE IS PAVED OR UNPAVED.
9. ALL CONCRETE FIBER REINFORCEMENT IS TO BE INSTALLED AT A RATE OF 30-POUNDS OF FIBER REINFORCEMENT PER EACH 1.0 CUBIC YARD OF CONCRETE PLACED (3.0 BAGS / 1.0 CY) UNLESS OTHERWISE NOTED IN THIS CONSTRUCTION DRAWING SET. FIBER REINFORCEMENT IS TO BE EQUAL MIXED IN ACCORDANCE WITH ASTM C94.
10. ALL CONCRETE PAVEMENT INLET, VALLET, GUTTER, APPROACH, AND COLLAR JOINTS ARE TO BE SEALED PER CITY STANDARDS.
11. CONTRACTOR IS TO MATCH DESIGN GRADE AND ELEVATIONS SHOWN ON THIS CONSTRUCTION DRAWING SET.
12. CONTRACTOR IS TO MATCH EXISTING GRADE AT ALL LOCATIONS INDICATED, INCLUDING FOR ALL GRADE DOWNGRADES.
13. CONTRACTOR IS TO MATCH EXISTING GRADE AND ELEVATIONS SHOWN ON THIS CONSTRUCTION DRAWING SET.
14. NOTIFY CITY INSPECTOR OF ALL BRANCH UTILITY OR PRIVATE INFRASTRUCTURE ISSUES AND COORDINATE WITH BOTH CITY AND BRANCH UTILITY OR PRIVATE INFRASTRUCTURE OWNER.
15. CONTRACTOR IS TO COORDINATE WITH CITY FIRE DEPARTMENT FOR ANY FIRE HYDRANT OR FIRE LINE TESTING. FIRE DEPARTMENT TO INSTALL COLORED RING OR BONNET ON FIRE HYDRANT ONCE TESTED.
16. PLACE ORANGE FENCING AROUND SIDEWALK, WHEELCHAIR RAMPS, AND OTHER PEDESTRIAN AREAS THAT POSE HAZARDS TO PEDESTRIAN TRAFFIC AS DIRECTED.



DATE	10/03/2023
APPROVED BY	ALM
CHECKED BY	HAL
DRAWN BY	JAK E
REVISIONS	
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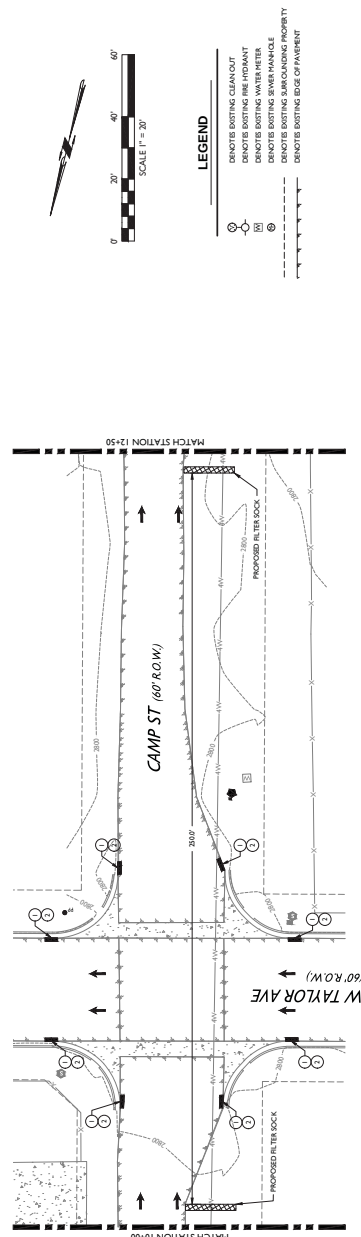
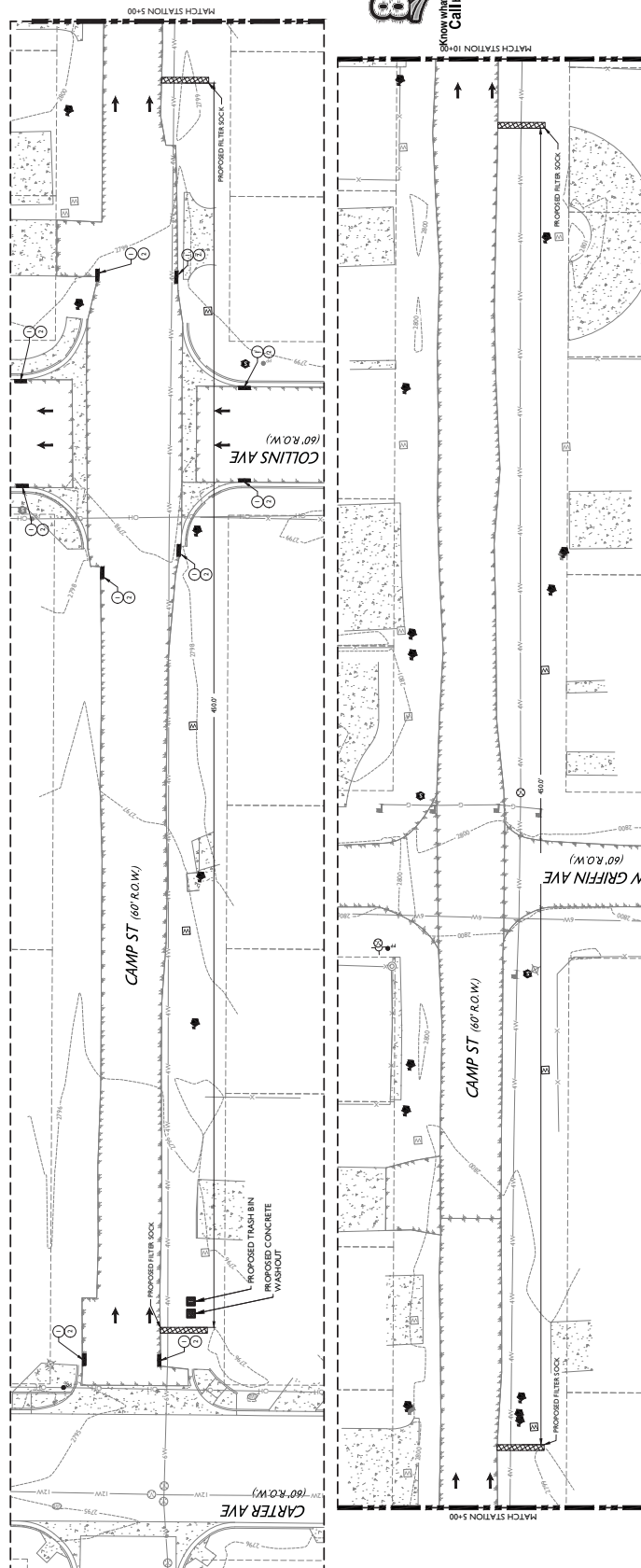
PAVING NOTES:

- A. ALL NEW PAVEMENT AND CONCRETE ARE TO BE PLACED CLEANLY AND FLUSH WITH ALL ADJACENT EXISTING PAVEMENT OR CONCRETE INCLUDING CURBS.
- B. ALL CONCRETE PAVEMENT JOINTS ARE TO BE SEALED IN COMPLIANCE WITH CITY OF MIDLAND STANDARDS. THIS REQUIREMENT DOES NOT APPLY TO DRIVEWAYS.
- C. ONLY USE AND PLACE PAVED EXPANSION JOINT MATERIALS AS INDICATED ON CONSTRUCTION DRAWINGS BETWEEN EXISTING CURBS AND PROPOSED CURB.
- D. ALL PEDESTRIAN ACCESS RAMP AND SIDEWALKS ARE TO BE INSTALLED IN COMPLIANCE WITH ALL APPLICABLE ADA REQUIREMENTS. ALL SIDEWALKS ARE TO BE PLACED FLUSH WITH EXISTING GROUND SURFACE. ENGINEER IS TO BE NOTIFIED PRIOR TO INSTALLATION IF ANY SIDEWALK SLOPE EXCEEDS 5% SLOPE WHEN FOLLOWING EXISTING GROUND SURFACE, AND NO SIDEWALK IS TO HAVE A CROSS SLOPE GREATER THAN 2%.
- E. PAVEMENT PATCH AREA AND BOUNDARIES ARE IDENTICAL TO PAVEMENT RESOLVAL AREA AND BOUNDARIES BETWEEN EXISTING CURBS.
- F. PAVEMENT PATCH AREA IS 10 FEET.
- G. ALL ASPHALT TRENCH REPAIRS ARE TO UTILIZE 2" TYPE D HMA/AC HOT MIX ASPHALT UNLESS OTHERWISE NOTED IN CONSTRUCTION DRAWINGS.
- H. ALL SIDEWALKS ADJACENT TO CONCRETE PAVEMENT CURB Joints SHALL PATCHING IS TO MATCH CONCRETE PAVEMENT SCHEDING. WHEN PLACED SEPARATELY, FRESH PAVEMENT CURB JOINTS ARE TO BE SPACED NO CLOSER THAN 20' AND NO FURTHER THAN 60' APART.
- I. CURB JOINTS ARE TO BE TOOL JOINTS EXCEPT FOR EVERY 4TH CURB JOINT, WHICH IS TO BE AN EXPANSION JOINT. UTILIZE EXPANSION JOINT SAWCUT ON TOOL JOINTS. SIDEWALKS SPACED HEREIN IS TO BE A DOUBLE EXPANSION JOINT FOR EVERY 4TH JOINT OF SIDEWALK.
- J. ALL CONCRETE PAVEMENT AND SIDEWALK SURFACES ARE TO BE SMOOTH FINISHED.

MASTER WATER LAYOUT NOTES:

1. ALL HORIZONTAL SEPARATION DIMENSIONS BETWEEN NEW AND EXISTING UTILITIES ARE APPROXIMATE.
2. ALL PROPOSED WATER IMPOUNDMENTS ARE TO CONNECT TO EXISTING WATER SYSTEM REGARDLESS OF DIMENSIONS SHOWN.
3. ALL FIRE HYDRANTS ARE TO BE PAINTED YELLOW PRIOR TO DELIVERY BY SUPPLIER TO CONTRACTOR ON JOB SITE.
4. INSTALL TRAILER TIE AND TRACER BENEATH ALONG ALL UNDERGROUND WATER PIPE IN COMPLIANCE WITH CITY DETAILS 310(A), 310(B), AND 320.
5. ALL THRUST BLOCKS AT FITTINGS IS TO BE FORMED WHEN PLACED.





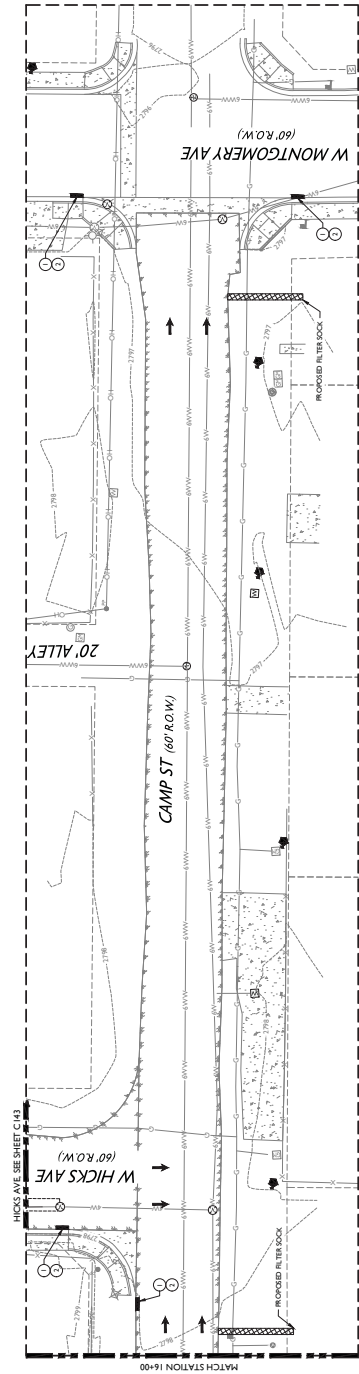
PERMANENT BMP CONSTRUCTION NOTES:

PRIOR TO CONSTRUCTION INSTALL ALL EROSION CONTROL MEASURES AND MAINTAIN AT ALL TIMES.

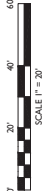
INSPECT ALL EROSION CONTROL MEASURES PRIOR TO RAIN EVENT TO ENSURE THEY WILL WORK AS INTENDED. GRAVEL BAGS ARE TO BE INSTALLED AT THE NEAREST DOWNSTREAM DIRECTION FROM ANY UNCOMPACTED, UNSTABILIZED, FENCIBLES, OR OTHER EROSION CONTROL MEASURES. EROSION CONTROL MEASURES ARE TO BE MAINTAINED UNTIL THE NECESSARY CONSTRUCTION, EROSION CONTROL, OR INSPECTION IS COMPLETED.

CONSIDER INSTALLING CONSTRUCTION ENTRANCES OR RUMBLE PLATES TO MINIMIZE TRACKS OUT IN THE STREETS IN THE AREAS OF THE AREAS OF PROJECT.

NOTE: CONTRACTOR TO DECIDE BEST PLACE FOR CONCRETE WASHOUT LOCATION. CONCRETE WASHOUT NEEDS TO BE PLACED PRIOR TO CONSTRUCTION.



Know what's below.
Call before you dig.



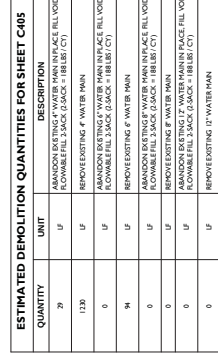
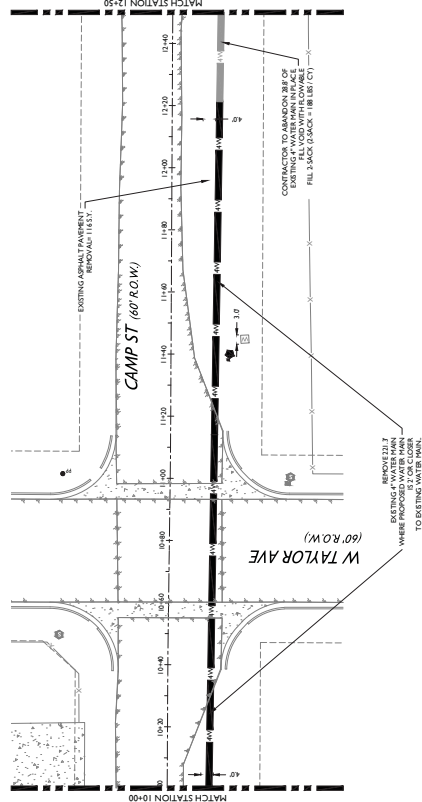
LEGEND

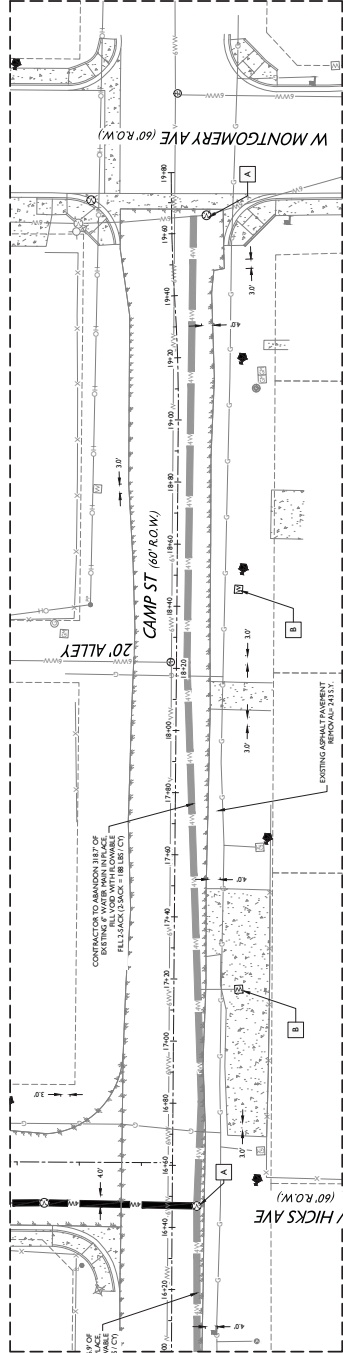
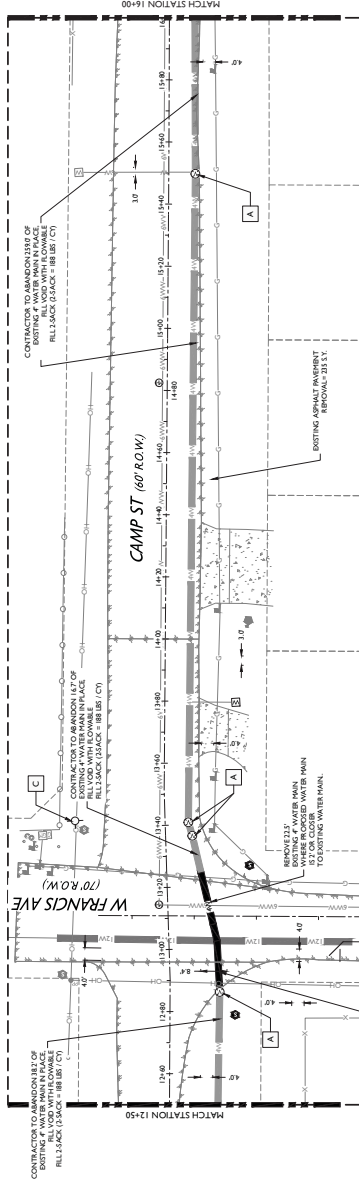
- | | |
|---|---------------------------------------|
|  | DENOTES EXISTING CLEAN OUT |
|  | DENOTES EXISTING FIRE HYDRANT |
|  | DENOTES EXISTING WATER METER |
|  | DENOTES EXISTING SEWER MANHOLE |
|  | DENOTES EXISTING SURROUNDING PROPERTY |
|  | DENOTES EXISTING EDGE OF PAVEMENT |

PERMANENT BMP CONSTRUCTION NOTES:

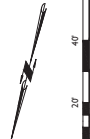
1. PRIOR TO CONSTRUCTION INSTALL ALL EROSION CONTROL MEASURES AND MAINTAIN ALL AT ALL TIMES.
2. INSPECT ALL EROSION CONTROL MEASURES PRIOR TO ANY EVENT TO ENSURE THEY WERE PROPERLY INSTALLED. GULLIES SHOULD BE INSTALLED AND MAINTAINED TO PREVENT OVERFLOW. INSPECTED, MAINTAINED, AND REPAIRED GULLIES SHOULD BE DOCUMENTED. TRANSPORT OF SEDIMENT FROM GULLIES IS TO BE DONE AFTER EVERY RAIN EVENT, OR MORE OFTEN IF DEEMED NECESSARY BY CONTRACTOR, INSPECTOR, OR ENGINEER.
3. CONSIDER INSTALLING CONSTRUCTION ENTRANCES ON RUBBLE PLATES TO MINIMIZE TRACK OUT IN THE STREET IN THE AREA OF THE AREA OF PROJECT.

NOTE:
CONTRACTOR TO DECIDE BEST PLACE FOR CONCRETE WASHOUT LOCATION. CONCRETE WASHOUT NEEDS TO BE PLACED PRIOR TO CONSTRUCTION.

[illegible]



Know what's below.
Call before you dig.



DEMO KEY NOTES:

- TYP.

A.
B.
C.

 REMOVE EXISTING WATER VALVE
REMOVE EXISTING WATER METER
CAP EXISTING FIRE HYDRANT LINE

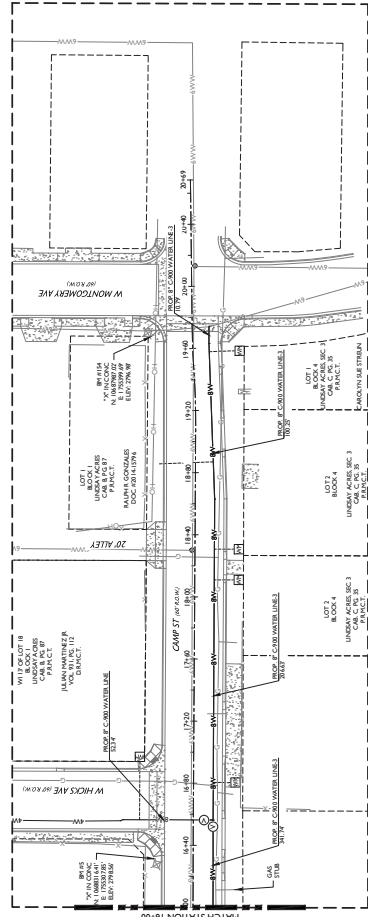
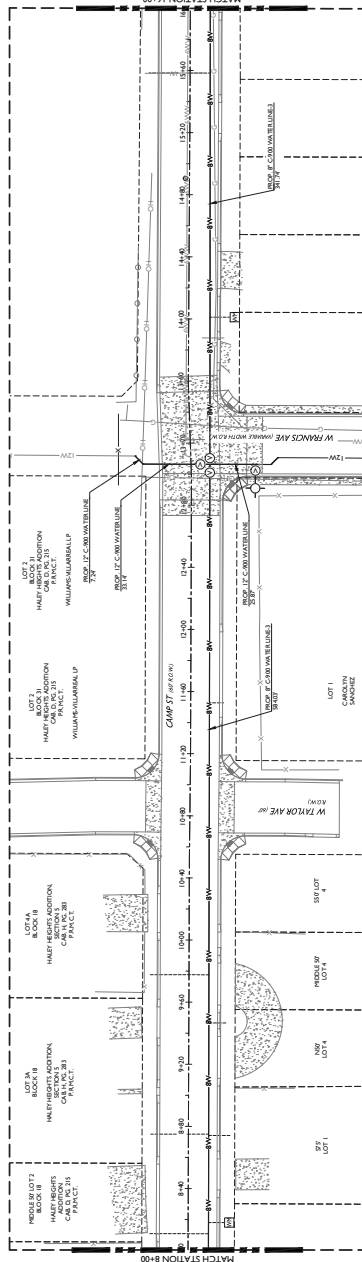
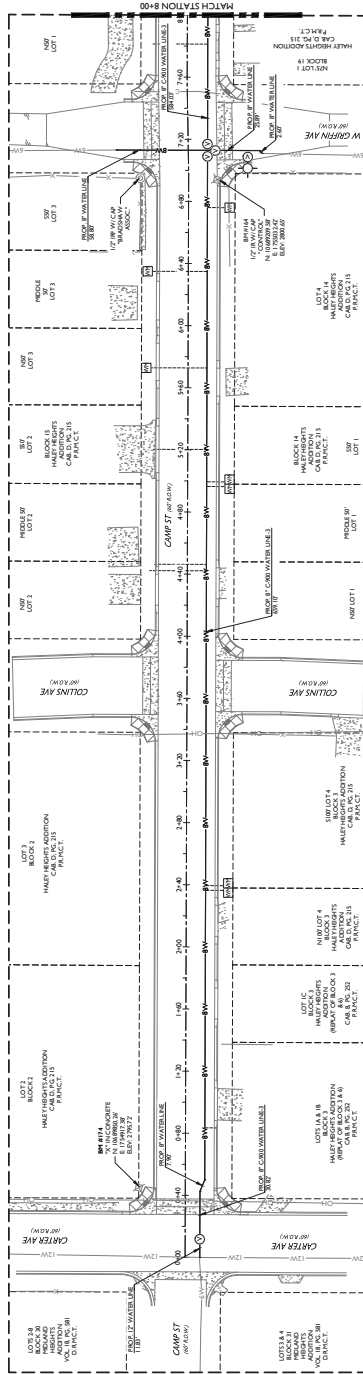
NOTES:

1. ALL PAVEMENT REMOVAL WIDTHS ARE 4 FEET UNLESS OTHERWISE INDICATED.
2. THE EXISTING ASPHALT PAVEMENT REPAVED IS TO MATCH CURRENT SECTION OF EXISTING ROADWAY. CONTRACTOR IS TO CLEAN UP INTO EXISTING CURB DETERMINATION OF EXACT LOCATION MAY NEED TO BE FIELD VERIFIED BY CONTRACTOR. CONTRACTOR TO NOTIFY ENGINEER OF RECORD OF ANY DAMAGE OR TIE-IN PROBLEMS.

ESTIMATED DEMOLITION QUANTITIES FOR SHEET #####		
QUANTITY	UNIT	DESCRIPTION
460	LF	MANHOLE EXISTING 12" WATER MAIN IN PLACE, FULL VOID FLOWABLE FILL 3.50K (3.50K + 118.00 LF)
37	LF	REMOVE EXISTING 12" WATER MAIN
0	LF	MANHOLE EXISTING 12" WATER MAIN IN PLACE, FULL VOID FLOWABLE FILL 3.50K (3.50K + 118.00 LF)
0	LF	REMOVE EXISTING 12" WATER MAIN
0	LF	MANHOLE EXISTING 12" WATER MAIN IN PLACE, FULL VOID FLOWABLE FILL 3.50K (3.50K + 118.00 LF)
0	LF	REMOVE EXISTING 12" WATER MAIN
0	LF	MANHOLE EXISTING 12" WATER MAIN IN PLACE, FULL VOID FLOWABLE FILL 3.50K (3.50K + 118.00 LF)
0	LF	REMOVE EXISTING 12" WATER MAIN

510

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|--|-------------------------------|
| | DN0010 DRINKING WATER VALVE |
| | DN0011 DRINKING WATER HYDRANT |
| | DN0012 DRINKING WATER METER |
| | DN0013 DRINKING WATER HOSE |
| | DN0014 DRINKING WATER PIPE |
| | DN0015 DRINKING WATER VALVE |
| | DN0016 DRINKING WATER HYDRANT |
| | DN0017 DRINKING WATER METER |
| | DN0018 DRINKING WATER HOSE |
| | DN0019 DRINKING WATER PIPE |
| | DN0020 DRINKING WATER VALVE |
| | DN0021 DRINKING WATER HYDRANT |
| | DN0022 DRINKING WATER METER |
| | DN0023 DRINKING WATER HOSE |
| | DN0024 DRINKING WATER PIPE |
| | DN0025 DRINKING WATER VALVE |
| | DN0026 DRINKING WATER HYDRANT |
| | DN0027 DRINKING WATER METER |
| | DN0028 DRINKING WATER HOSE |
| | DN0029 DRINKING WATER PIPE |
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| | DN0032 DRINKING WATER METER |
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| | DN0100 DRINKING WATER VALVE |
| | DN0101 DRINKING WATER HYDRANT |
| | DN0102 DRINKING WATER METER |
| | DN0103 DRINKING WATER HOSE |
| | DN0104 DRINKING WATER PIPE |
| | DN0105 DRINKING WATER VALVE |
| | DN0106 DRINKING WATER HYDRANT |
| | DN0107 DRINKING WATER METER |
| | DN0108 DRINKING WATER HOSE |
| | DN0109 DRINKING WATER PIPE |
| | DN0110 DRINKING WATER VALVE |
| | DN0111 DRINKING WATER HYDRANT |
| | DN0112 DRINKING WATER METER |
| | DN0113 DRINKING WATER HOSE |
| | DN0114 DRINKING WATER PIPE |
| | DN0115 DRINKING WATER VALVE |
| | |



PACKET

35.169

February 13, 2024



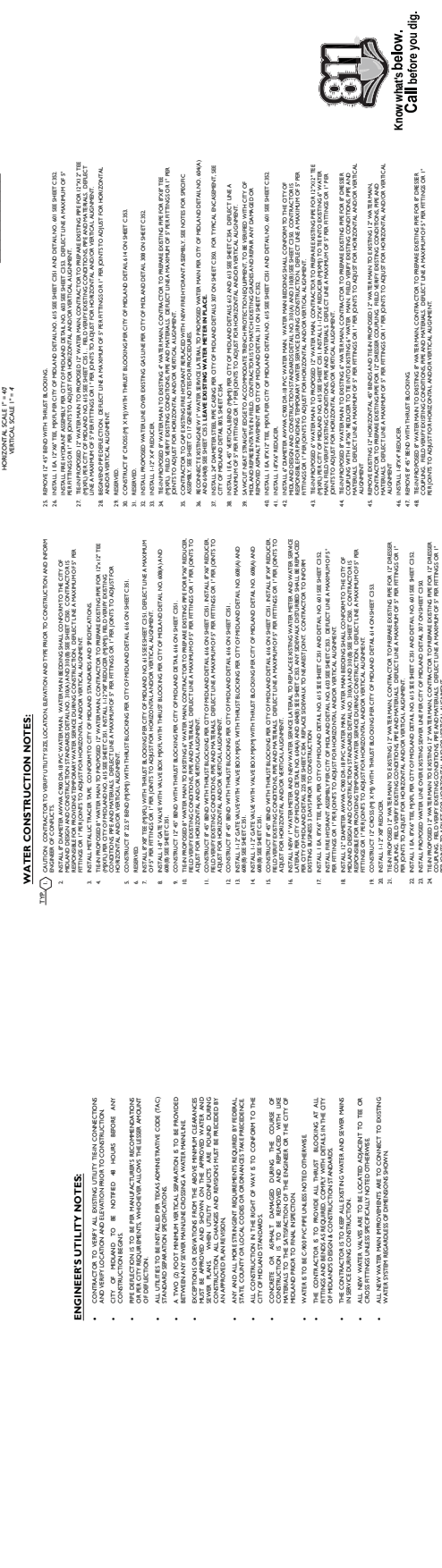
Know what's below.
Call before you dig.

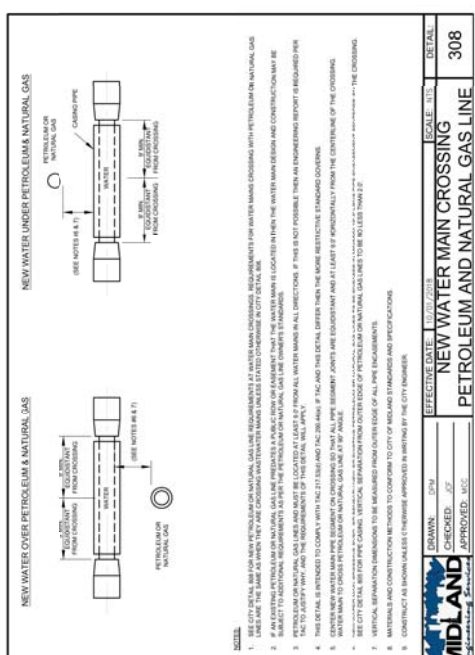
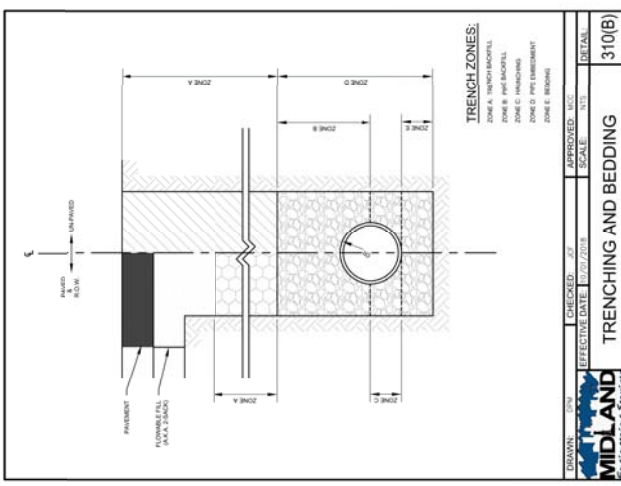
**CAMP STREET UTILITY
MASTER LAYOUT
COMPASS COMBINED
CITY OF MIDLAND, TEXAS**

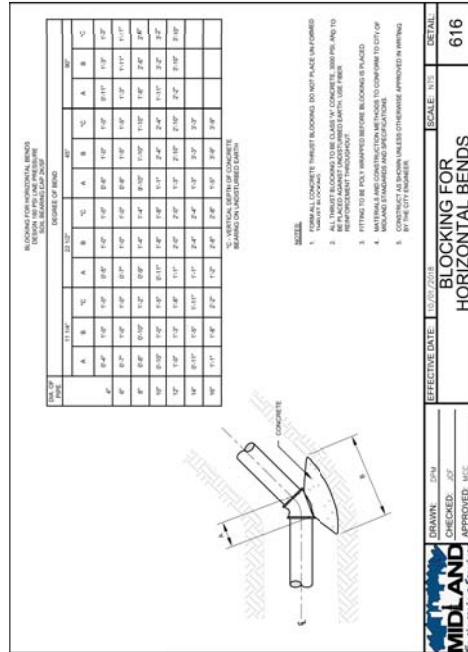
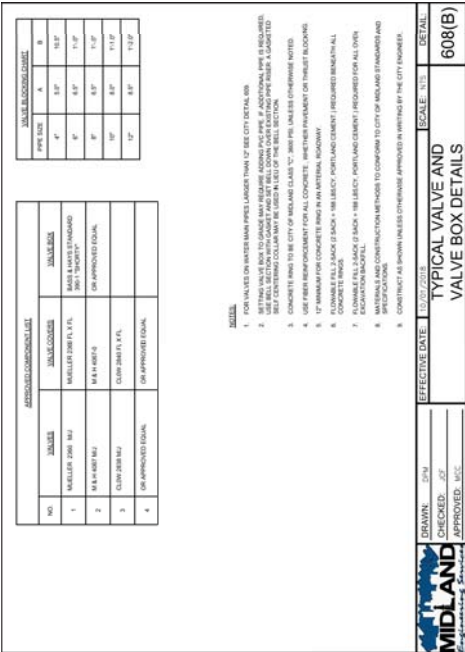
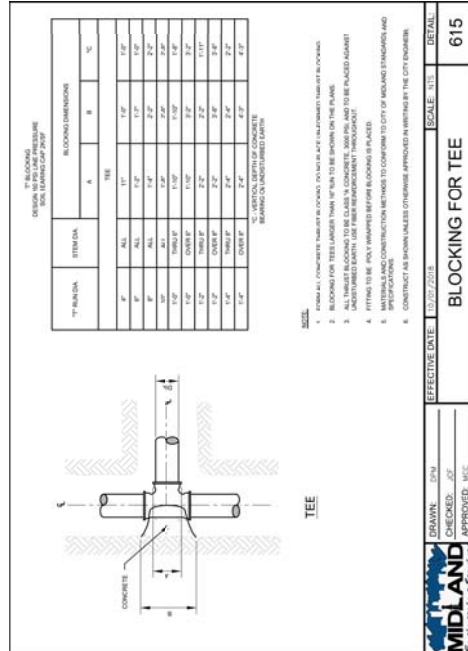
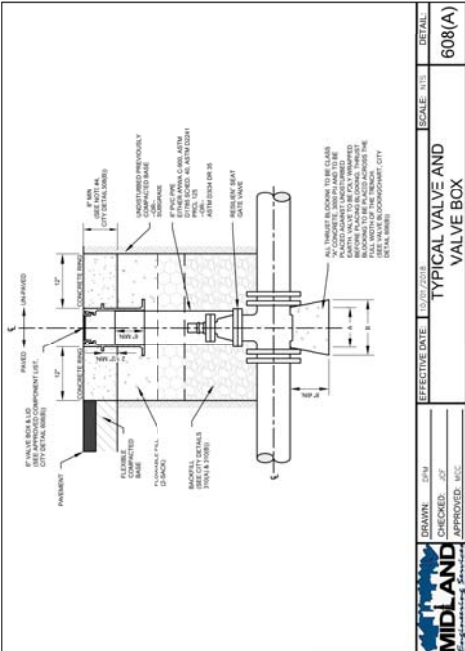
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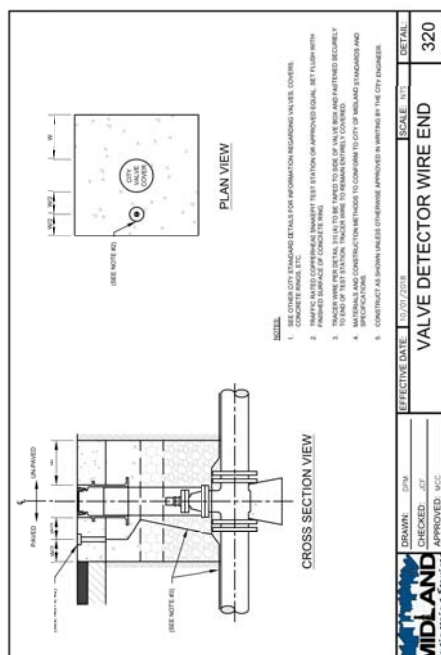
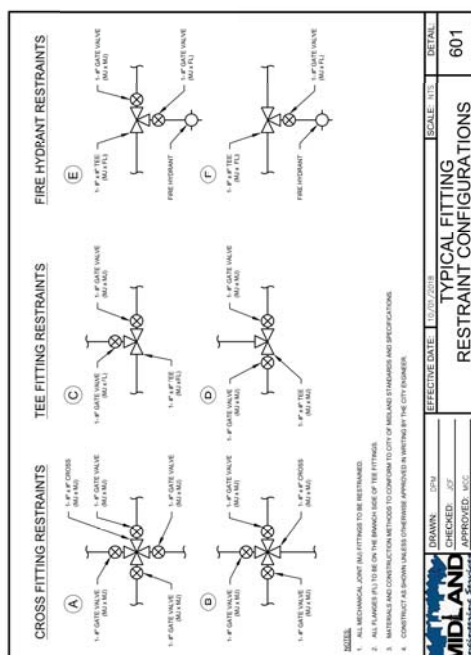
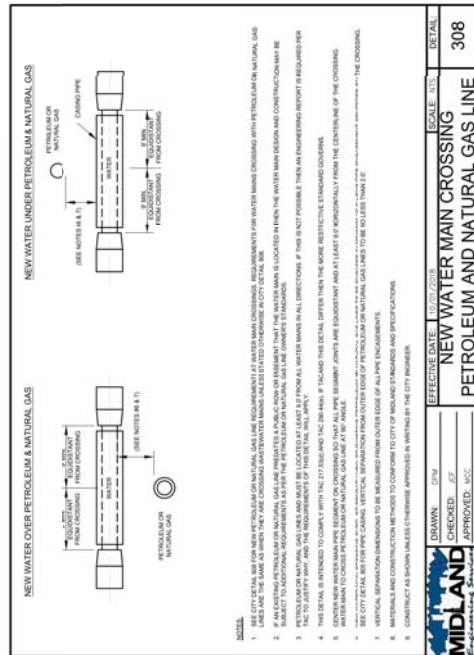
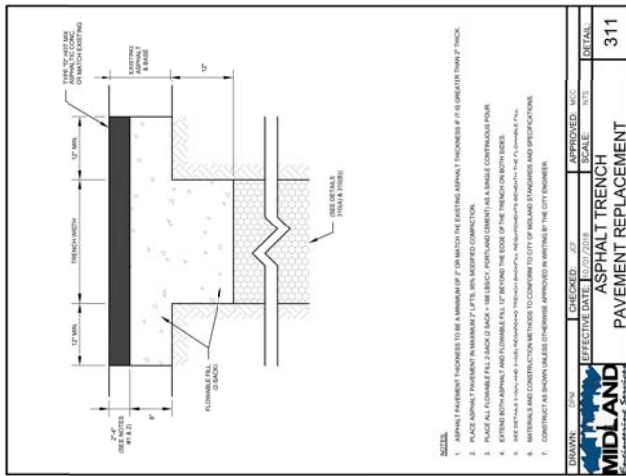


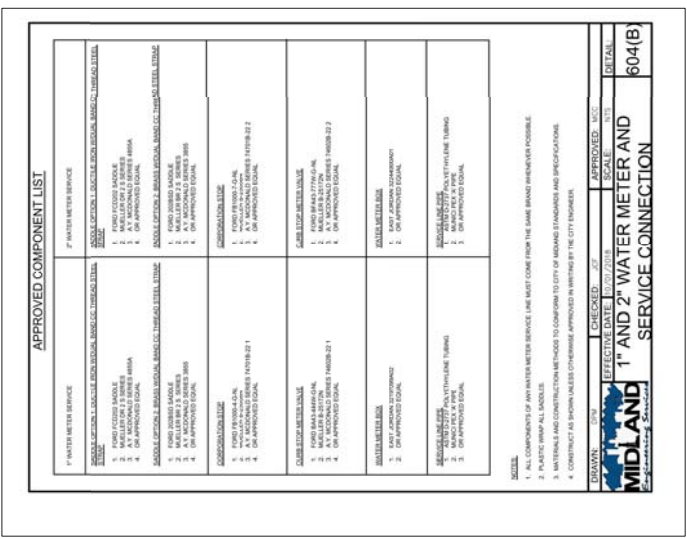
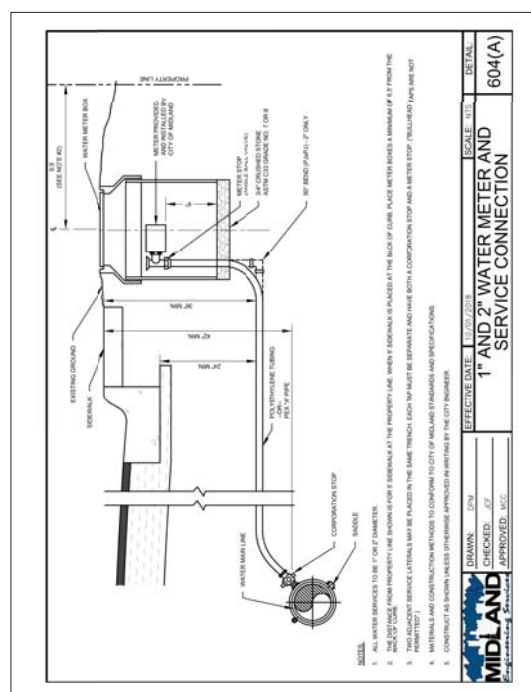
Know what's below.
Call before you dig.













ENCL. OF PILE	11" x 17"		10" x 17"		10" x 19"		10" x 21"	
	VOLUME BLOCK	REBAR NO. SIZE	VOLUME BLOCK	REBAR NO. SIZE	VOLUME BLOCK	REBAR NO. SIZE	VOLUME BLOCK	REBAR NO. SIZE
4"	12.1 L	2.00	16.5 L	2.00	20.0 L	2.00	23.5 L	2.00
6"	12.1 L	2.00	26.5 L	2.00	30.0 L	2.00	33.5 L	2.00
8"	12.1 L	2.00	36.5 L	2.00	40.0 L	2.00	43.5 L	2.00
10"	12.1 L	2.00	46.5 L	2.00	50.0 L	2.00	53.5 L	2.00
12"	12.1 L	2.00	56.5 L	2.00	60.0 L	2.00	63.5 L	2.00
14"	12.1 L	2.00	66.5 L	2.00	70.0 L	2.00	73.5 L	2.00
16"	12.1 L	2.00	76.5 L	2.00	80.0 L	2.00	83.5 L	2.00
18"	12.1 L	2.00	86.5 L	2.00	90.0 L	2.00	93.5 L	2.00
20"	12.1 L	2.00	96.5 L	2.00	100.0 L	2.00	103.5 L	2.00
22"	12.1 L	2.00	106.5 L	2.00	110.0 L	2.00	113.5 L	2.00
24"	12.1 L	2.00	116.5 L	2.00	120.0 L	2.00	123.5 L	2.00
26"	12.1 L	2.00	126.5 L	2.00	130.0 L	2.00	133.5 L	2.00
28"	12.1 L	2.00	136.5 L	2.00	140.0 L	2.00	143.5 L	2.00
30"	12.1 L	2.00	146.5 L	2.00	150.0 L	2.00	153.5 L	2.00
32"	12.1 L	2.00	156.5 L	2.00	160.0 L	2.00	163.5 L	2.00
34"	12.1 L	2.00	166.5 L	2.00	170.0 L	2.00	173.5 L	2.00
36"	12.1 L	2.00	176.5 L	2.00	180.0 L	2.00	183.5 L	2.00
38"	12.1 L	2.00	186.5 L	2.00	190.0 L	2.00	193.5 L	2.00
40"	12.1 L	2.00	196.5 L	2.00	200.0 L	2.00	203.5 L	2.00
42"	12.1 L	2.00	206.5 L	2.00	210.0 L	2.00	213.5 L	2.00
44"	12.1 L	2.00	216.5 L	2.00	220.0 L	2.00	223.5 L	2.00
46"	12.1 L	2.00	226.5 L	2.00	230.0 L	2.00	233.5 L	2.00
48"	12.1 L	2.00	236.5 L	2.00	240.0 L	2.00	243.5 L	2.00
50"	12.1 L	2.00	246.5 L	2.00	250.0 L	2.00	253.5 L	2.00
52"	12.1 L	2.00	256.5 L	2.00	260.0 L	2.00	263.5 L	2.00
54"	12.1 L	2.00	266.5 L	2.00	270.0 L	2.00	273.5 L	2.00
56"	12.1 L	2.00	276.5 L	2.00	280.0 L	2.00	283.5 L	2.00
58"	12.1 L	2.00	286.5 L	2.00	290.0 L	2.00	293.5 L	2.00
60"	12.1 L	2.00	296.5 L	2.00	300.0 L	2.00	303.5 L	2.00
62"	12.1 L	2.00	306.5 L	2.00	310.0 L	2.00	313.5 L	2.00
64"	12.1 L	2.00	316.5 L	2.00	320.0 L	2.00	323.5 L	2.00
66"	12.1 L	2.00	326.5 L	2.00	330.0 L	2.00	333.5 L	2.00
68"	12.1 L	2.00	336.5 L	2.00	340.0 L	2.00	343.5 L	2.00
70"	12.1 L	2.00	346.5 L	2.00	350.0 L	2.00	353.5 L	2.00
72"	12.1 L	2.00	356.5 L	2.00	360.0 L	2.00	363.5 L	2.00
74"	12.1 L	2.00	366.5 L	2.00	370.0 L	2.00	373.5 L	2.00
76"	12.1 L	2.00	376.5 L	2.00	380.0 L	2.00	383.5 L	2.00
78"	12.1 L	2.00	386.5 L	2.00	390.0 L	2.00	393.5 L	2.00
80"	12.1 L	2.00	39					

[illegible]

GENERAL NOTES:

1. THIS DESIGN IS FOR PUBLIC PAVING IMPROVEMENTS AT JEFFERSON STREET, ATLANTA STREET, AND HARRISON STREET FROM THICKS AVENUE TO GIST AVENUE.
2. 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.
3. THE MORE RESTRICTIVE STANDARD, REQUIREMENT, OR REGULATION WILL GOVERN.
4. 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.
5. EXISTING ELEVATIONS AND TOPOGRAPHIC FEATURES SHOWN IN THIS CONSTRUCTION DRAWING SET HAVE BEEN LOCATED USING CITY OF MIDLAND RECORDS, SITE INSPECTIONS, SURVEYS, ONE CALL MARKINGS, AND PRIVATE INFRASTRUCTURE OWNER RECORDS. CONTRACTOR IS RESPONSIBLE FOR VERIFYING THIS INFORMATION PRIOR TO CONSTRUCTION AND NOTIFYING ENGINEER OF ANY CONFLICTS BETWEEN EXISTING CONDITIONS AND PROJECT DESIGN.
6. 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.
7. 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.
8. TRAFFIC CONTROL FOR THIS PROJECT WILL BE CONTRACTOR'S RESPONSIBILITY. CONTRACT MUST SUBMIT TRAFFIC CONTROL PLAN, IN ACCORDANCE WITH TMUTCD, TO CITY OF MIDLAND FOR REVIEW AND APPROVAL, NO LESS THAN TWO (2) BUSINESS DAYS BEFORE CONTRACTOR BEGINS ANY CONSTRUCTION ACTIVITY.
9. CONTRACTOR IS TO NOTIFY ALL AFFECTED PROPERTIES AT LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF ANY KNOWN OR PLANNED INTERRUPTION OF SERVICE OR ACCESS DUE TO ANY CONSTRUCTION ACTIVITY PERFORMED BY CONTRACTOR.
10. OSHA REQUIREMENTS AND ALL OTHER APPLICABLE FEDERAL, STATE, OR CITY OF MIDLAND SAFETY REQUIREMENTS ARE TO BE FOLLOWED AND COMPLIED WITH AT ALL TIMES.
11. CONTRACTOR MUST COMPLY WITH ALL STAKING AND TESTING REQUIREMENTS AS DESCRIBED IN PROJECT BID PACKET.
12. CONTRACTOR IS REMINDING 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.

CONSTRUCTION NOTES:

- a. ALL DIMENSIONS MEASURED TO CURB ARE MEASURED TO BACK-OF-CURB.
- b. ALL NEW OR EXISTING VALVE, MANHOLE, INLET, AND METER COVERS MUST BE ADJUSTED TO FINISHED GRADE AND BE SET FLUSH WITH ADJACENT VALVE, MANHOLE, INLET, AND METER SURFACE WHEN FINISHED SURFACE IS PAVED OR UNPAVED.
- c. WHEN SUCH COVERS ARE LOCATED IN UNPAVED OR CONCRETE PAVED AREAS.
- d. ALL CONCRETE FIBER REINFORCEMENT IS TO BE INSTALLED AT A RATE OF 3.0 POUNDS OF FIBER REINFORCEMENT PER EACH CUBIC YARD OF CONCRETE PLACED (3.0-LBS / 1.0 CY) UNLESS OTHERWISE NOTED IN THIS CONSTRUCTION DRAWING SET.
- e. CONTRACTOR IS TO MATCH DESIGN GRADES AND ELEVATIONS SHOWN ON THIS CONSTRUCTION DRAWING SET.
- f. CONTRACTOR IS TO MAINTAIN EXISTING GRADES AT ALL LOCATIONS INDICATED, INCLUDING FOR ALL GRADE DAYLIGHTING.
- g. COORDINATE ALL SIGNAL POLE, SIGNAL CONDUIT, STRIPING, TRAFFIC SIGN, OR OTHER TRAFFIC INFRASTRUCTURE ISSUES WITH CITY TRAFFIC ENGINEER AND NOTIFY CITY INSPECTOR.
- h. NOTIFY CITY INSPECTOR OF ALL FRANCHISE UTILITY OR PRIVATE INFRASTRUCTURE ISSUES AND COORDINATE WITH BOTH CITY AND FRANCHISE UTILITY OR PRIVATE INFRASTRUCTURE OWNER.
- i. PLACE ORANGE FENCING AROUND SIDEWALK, WHEELCHAIR RAMPS, AND OTHER PEDESTRIAN AREAS THAT POSE HAZARDS TO PEDESTRIAN TRAFFIC AS DIRECTED.

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. ANY ON-SITE STORAGE OF SPOILS, MATERIALS, OR EQUIPMENT ARE TO BE LOCATED WITHIN JEFFERSON STREET, ATLANTA STREET, AND HARRISON STREET RIGHT-OF-WAY DESIGNATED AS PART OF WORK ZONE AREA.
- e. ON-SITE STORAGE OF SPOILS, MATERIALS, OR EQUIPMENT ARE NOT PERMITTED IN GIST AVENUE RIGHT-OF-WAY.
- f. ALL STOCKPILES ARE TO BE SURROUNDED BY SILT FENCE OR EQUIVALENT MEASURES AS APPROVED BY ENGINEER TO PROPERLY CONTROL SEDIMENT RUNOFF.
- g. 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.
- h. CONTRACTOR HAS SOLE RESPONSIBILITY FOR VEGETATING OR STABILIZING OR BETTER CONDITION ANY AREAS DISTURBED BY CONSTRUCTION ACTIVITY LOCATED OUTSIDE DESIGNATED PROJECT SITE OR APPROVED WORK ZONE AT CONTRACTOR'S SOLE EXPENSE.
- i. 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.
- j. 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 IMPEDED THEIR EFFECTIVENESS.
- k. CONTRACTOR IS TO REMOVE ALL TEMPORARY EROSION CONTROL MEASURES FROM PROJECT SITE UPON COMPLETION OF CONSTRUCTION ACTIVITY ONCE PROJECT SITE IS STABILIZED. THIS IS CONSIDERED SUBSIDIARY TO THIS PROJECT SCOPE.
- l. DAMAGES TO ADJACENT PROPERTY OR TO RECEIVING WATERS CAUSED BY IMPROPERLY INSTALLED OR POORLY MAINTAINED EROSION CONTROL MEASURES ARE SOLE RESPONSIBILITY OF CONTRACTOR.

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. 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.
7. ONLY USE AND PLACE APPROVED EXPANSION JOINT MATERIAL AS INDICATED ON CONSTRUCTION DRAWINGS AND BETWEEN EXISTING CURB AND PROPOSED CURB.
8. LAY-DOWN OPERATIONS:
 - a. IN ADDITION TO OTHER REQUIREMENTS SPECIFIED IN CITY OF MIDLAND SPECIFICATIONS, PROVIDE ASPHALT PAVERS THAT DO NOT SUPPORT WEIGHT OF ANY PORTION OF HAULING EQUIPMENT OTHER THAN CONNECTION.
 - b. OFFSET JOINTS IN SURFACE COURSE FROM LANE LINES BY SIX INCHES (6"). WHEN CONSTRUCTING A JOINT BETWEEN LANES OF OPPOSING TRAFFIC, OFFSET JOINT BY SIX INCHES (6") INTO EITHER LANE.
9. MAINTAIN SUBGRADE OR BASE IN A SMOOTH, CLEAN, COMPACTED CONDITION AND KEEP DAMP WITH WATER UNTIL CONCRETE PAVEMENT IS PLACED.
10. 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.
11. 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.
12. 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-CUTTER.
13. 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.

LEGEND:

	CONCRETE
	UNPAVED DRIVEWAY
	PAVED DRIVEWAY
	WATER VALVE COVER
	WATER METER BOX
	FIRE HYDRANT
	MAILBOX
	FENCE
	PROPERTY LINE



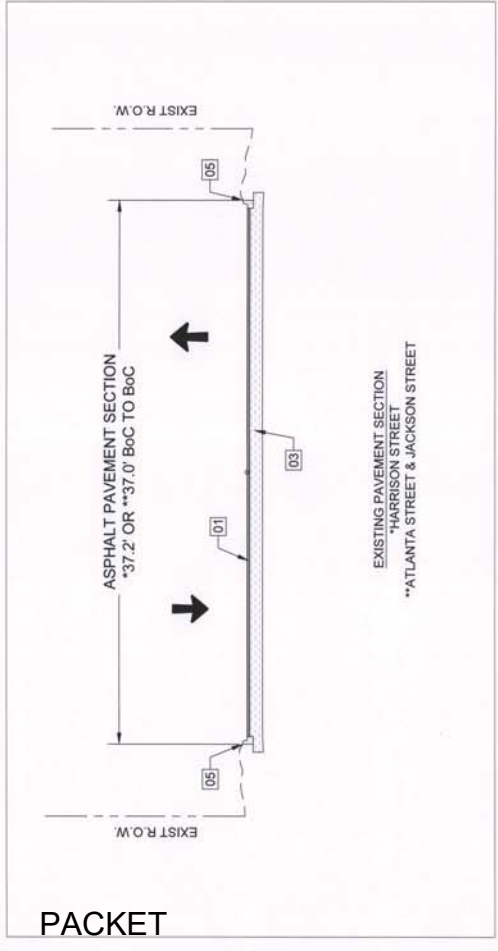
DATE: JULY 2022	PROJECT NO.: P21-04	PROJECT SCALE: 1"=40'	CHECKED: JCF	APPROVED: JCF	DRAWN/DESIGNED: PAK
MIDLAND Engineering Services					

JEFFERSON STREET, ATLANTA
PAVING IMPROVEMENTS
GENERAL NOTES

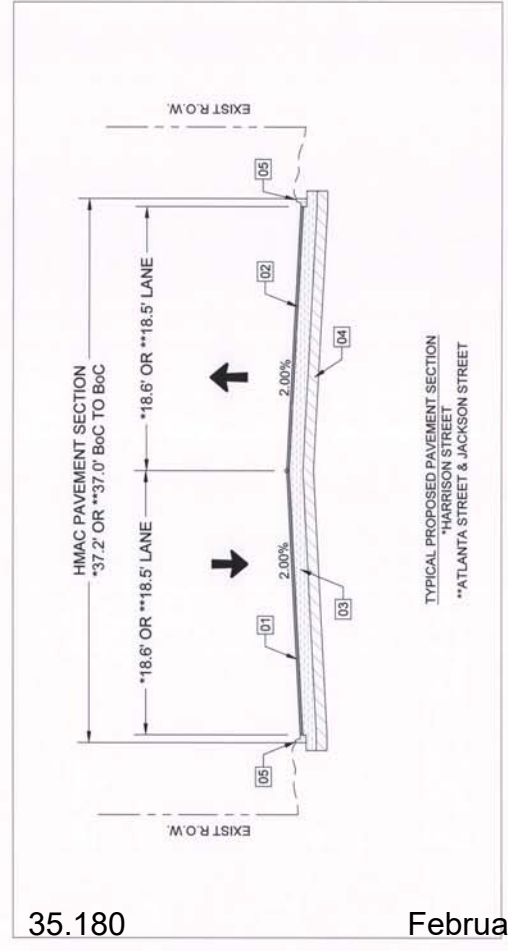


February 13, 2024

- KEYED NOTES:**
- 1) 2" TYPE D HMAC PAVEMENT
 - 2) PRIME COAT
 - 3) 8" FLEXIBLE COMPACTED BASE (98% COMPACTED MAXIMUM DRY DENSITY)
 - 4) 8" PROOF-ROLLED SUBGRADE
 - 5) EXISTING 6" STD TYPE A CURB TO REMAIN



PACKET



35.180

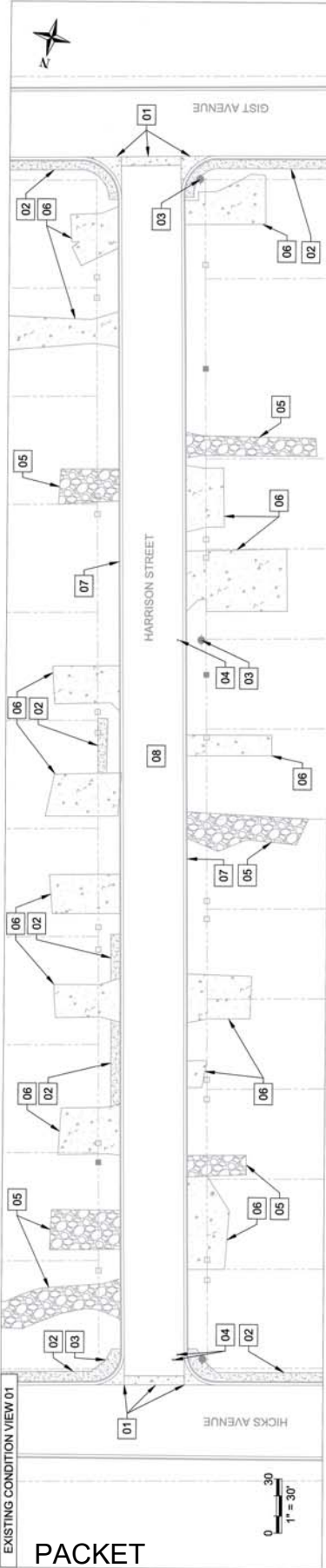
February 13, 2024



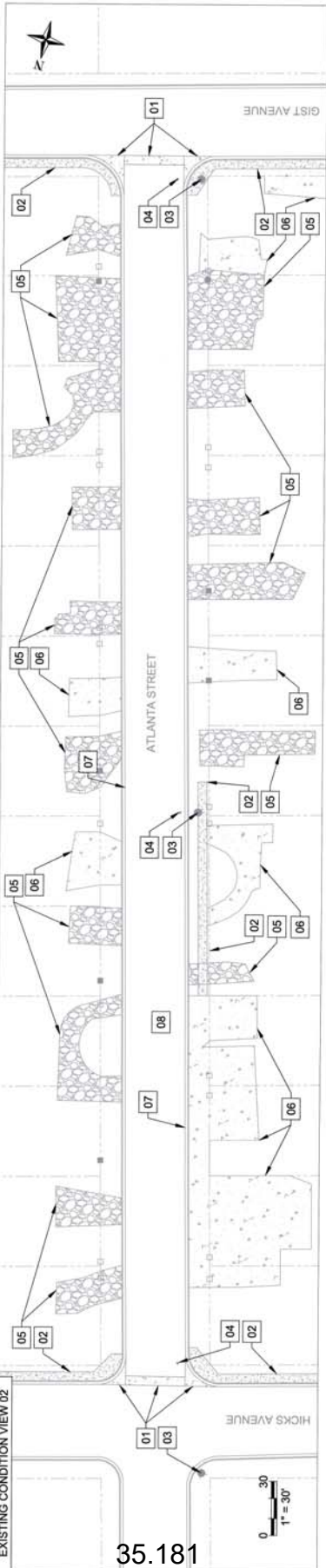
DATE:	JULY 2022
PROJECT NO.:	P21-04
HORIZ. SCALE:	1"=30'
VERT. SCALE:	
CHECKED:	JCF
APPROVED:	JCF
DESIGNED:	PAK
Rev. No.	
Date	
By	
Description	



JEFFERSON STREET, ATLANTA
PAVING IMPROVEMENTS
EXISTING CONDITIONS
1 OF 2



PACKET



35.181

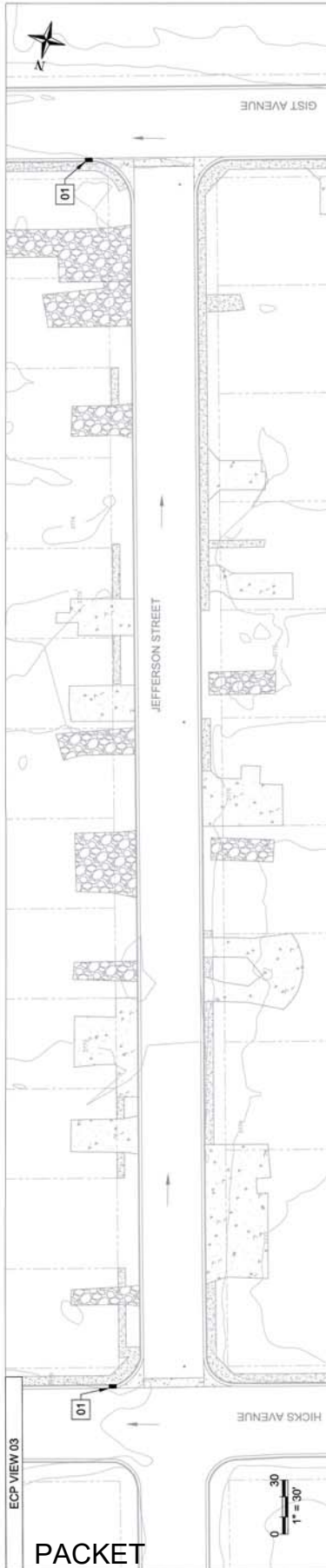
EXISTING CONDITION NOTES:

- A) EXISTING CONDITIONS SHOWN ARE BASED ON AVAILABLE PREVIOUS DESIGN DRAWINGS, CITY OF MIDLAND GIS DATA, CITY OF MIDLAND LIDAR CONTOUR DATA, SPOT SURVEY DATA, AND SITE VISITS. CONTRACTOR IS TO FIELD VERIFY ALL EXISTING CONDITIONS AND NOTIFY ENGINEER OF ANY DISCREPANCIES.
- B) EXISTING GAS, WATER, WASTEWATER, COMMUNICATION AND ELECTRIC LINES WERE LOCATED FROM ONE-CALL MARKERS AND FIELD VISITS. CONTRACTOR IS TO TAKE ALL NECESSARY PREP AND PRECAUTIONS TO ENSURE THE SAFETY OF BOTH PUBLIC AND CONTRACTOR'S WORKERS WHEN EXCAVATION IS TAKING PLACE NEAR THESE LINES.

EXISTING CONDITION KEYED NOTES:

- 01 EXISTING FILLET AND VALLEY GUTTER TO REMAIN
02 EXISTING SIDEWALK
03 EXISTING FIRE HYDRANT
04 EXISTING WATER VALVE COVER
05 EXISTING UNPAVED DRIVEWAY
06 EXISTING PAVED DRIVEWAY
07 EXISTING CURB & GUTTER
08 EXISTING ASPHALT PAVEMENT
09 EXISTING PUBLIC FENCE LINE
10 EXISTING MAILBOX

February 13, 2024



PACKET

EROSION CONTROL NOTES:

- 35.184
- 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) 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.

EROSION CONTROL KEYED NOTES:

- | | |
|----|---|
| 01 | PLACE SAND BAGS IN GUTTER FLOWLINE AT ENDS OF PROJECT LIMITS. |
| 02 | LOCATE CONCRETE WASHOUT WITHIN PROJECT AREA AND SHIFT AS NECESSARY FOR CONSTRUCTION ACTIVITY. ALL WASHOUT AND OTHER SPOILS ARE TO BE REMOVED FROM SITE. CONCRETE TRUCKS ARE NEVER TO WASHOUT INTO ON-SITE TRENCHES. |

DEMOLITION VIEW 03

PACKET

DEMOLITION KEYED NOTES:

01 EXISTING WATER VALVE COVER TO BE ADJUSTED TO FINISH GRADE.

02 REMOVE EXISTING ASPHALT PAVEMENT, APPROXIMATELY 2479.2-SY, ALONG HARRISON STREET.

03 REMOVE EXISTING ASPHALT PAVEMENT, APPROXIMATELY 2471.2-SY, ALONG ATLANTA STREET.

04 REMOVE EXISTING ASPHALT PAVEMENT, APPROXIMATELY 2467.1-SY, ALONG JEFFERSON STREET.

DEMOLITION NOTES:

A) ALL DEMOLITION INFORMATION IS BASED ON MOST RELIABLE DATA AVAILABLE. CONTRACTOR IS TO FIELD VERIFY ACTUAL DIMENSIONS, LOCATIONS, SIZES, ETC. AND NOTIFY ENGINEER OF ANY QUANTITY INCREASES OR DISCREPANCIES.

B) ALL SAW-CUTS FOR PAVEMENT REMOVAL ARE TO BE CUT IN CLEAN, STRAIGHT LINES.

C) NO EXISTING INFRASTRUCTURE IS TO BE REMOVED THAT IS NOT NOTED FOR REMOVAL ON THIS SHEET WITHOUT WRITTEN CONFIRMATION FROM ENGINEER PRIOR TO SUCH REMOVAL TAKING PLACE. ANY EXISTING INFRASTRUCTURE DAMAGED OR REMOVED BY CONTRACTOR THAT IS NOT NOTED ON THIS SHEET MUST BE REPAIRED OR REPLACED TO EQUAL OR BETTER CONDITION AT CONTRACTOR'S SOLE EXPENSE.

D) NOTIFY ENGINEER OF ANY CONFLICTS OR DISCREPANCIES BEFORE REMOVING ANYTHING NOT NOTED FOR REMOVAL.

E) ALL EXISTING VERTICAL STRUCTURES SUCH AS POWER POLES, TREES, ETC. ARE TO REMAIN UNLESS OTHERWISE NOTED.

F) IF TRAFFIC SIGNS ARE IN CONFLICT NOTIFY CITY TRAFFIC ENGINEER TO COORDINATE REMOVAL OR RELOCATION BY CITY.

35.186

February 13, 2024

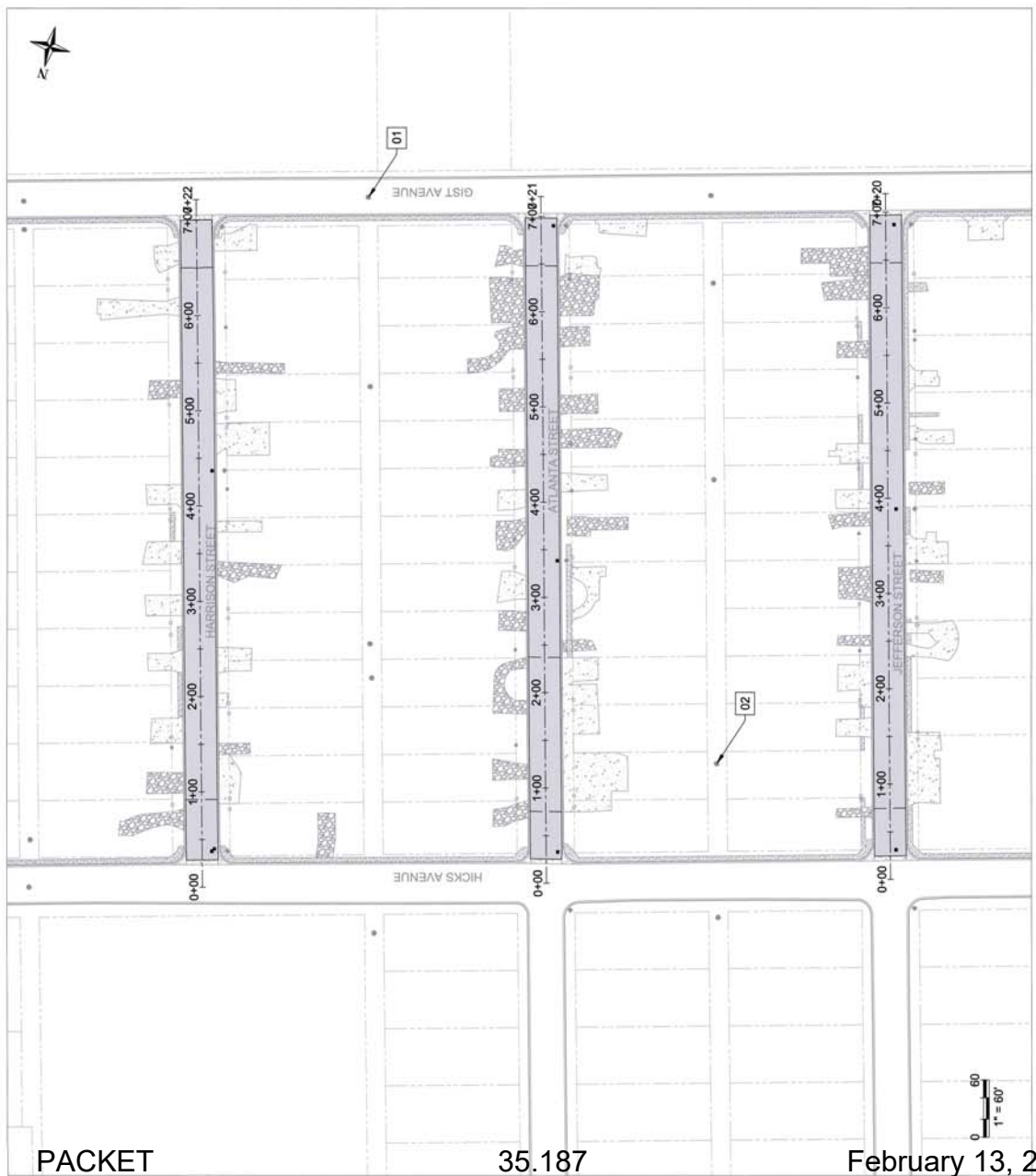
GRID & BEARING NOTES:

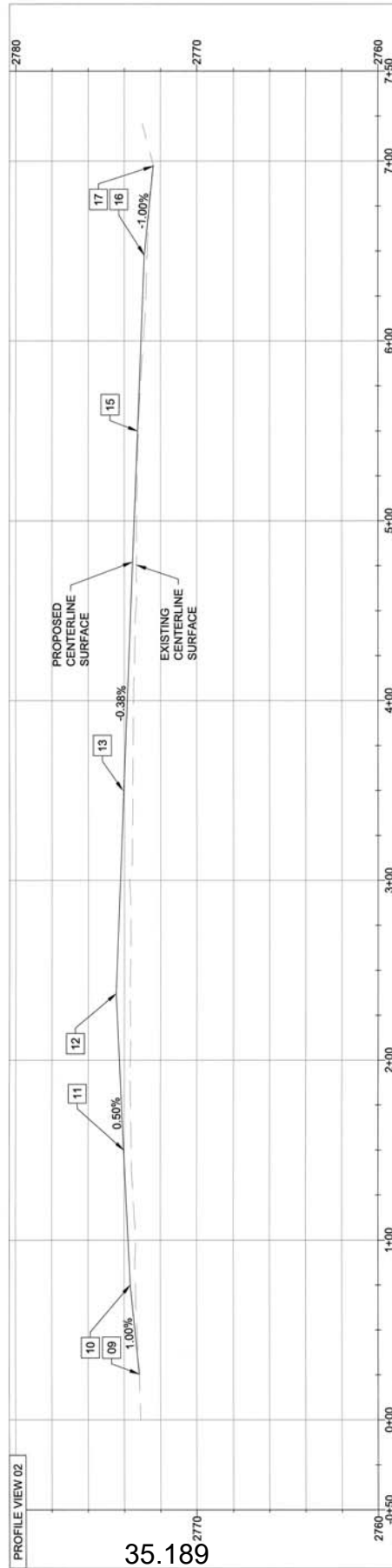
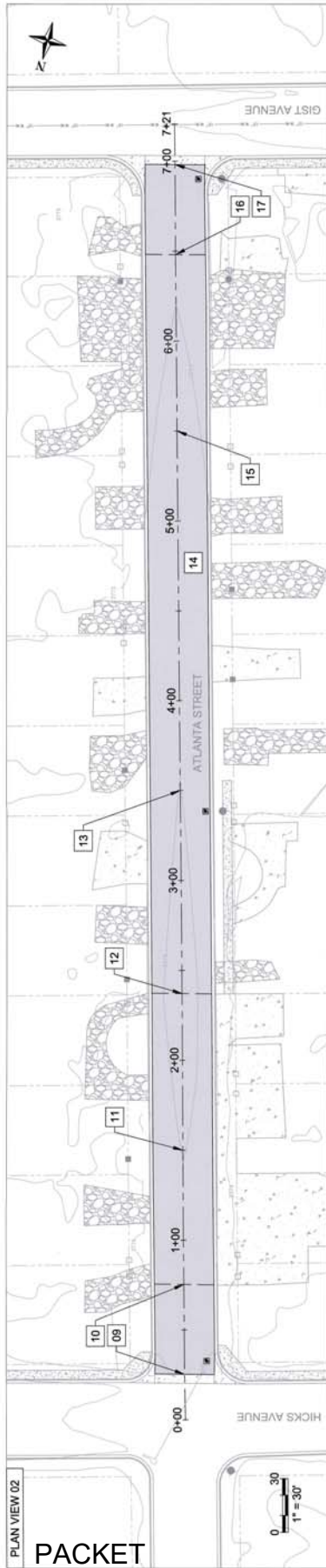
A) ALL BEARINGS, DIMENSIONS, AND COORDINATES SHOWN IN THIS CONSTRUCTION DRAWING SET ARE RELATED TO TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NORTH AMERICAN DATUM 1983. ALL ELEVATIONS ARE RELATED TO NORTH AMERICAN VERTICAL DATUM 1988.

GRID & BEARING NOTES:

01 CHECK POINT 01:
WASTEWATER MANHOLE COVER
N: 10688846.313
E: 1760820.934
ELEV: 2771.45

02 CHECK POINT 02:
WASTEWATER MANHOLE COVER
N: 10688335.526
E: 1760324.939
ELEV = 2774.12



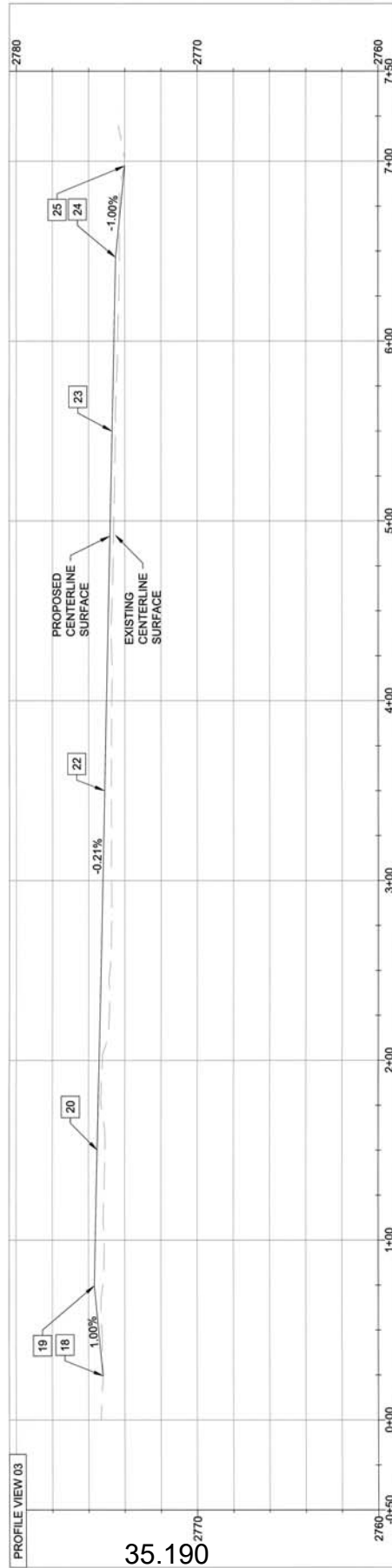
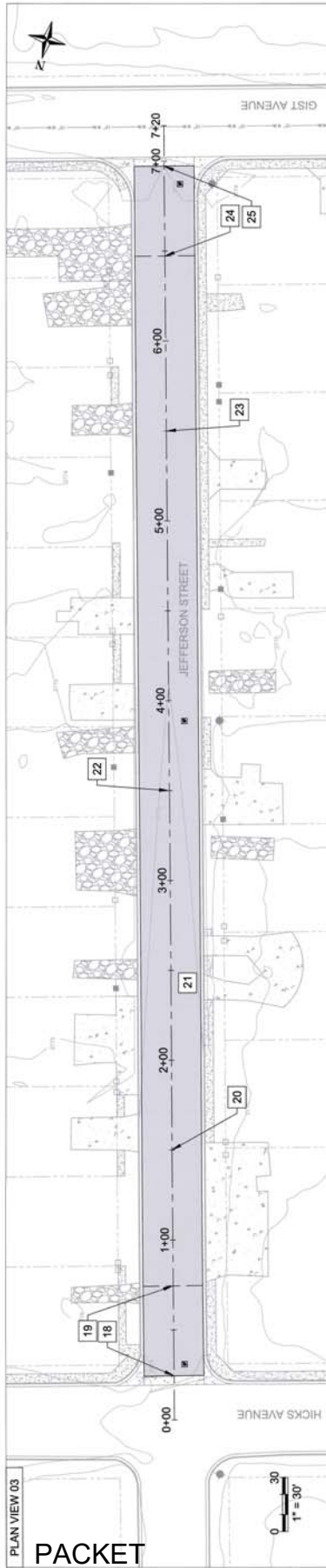


PAVING KEYED NOTES:	
09	ALL NEW PAVEMENT IS TO BE PLACED CLEANLY AND FLUSH WITH ALL ADJACENT, EXISTING PAVEMENT OR CONCRETE.
10	MATCH EXISTING PAVEMENT SURFACE ELEVATIONS AND EXISTING CURB FLOWLINE ELEVATIONS AT ALL TIE-IN LOCATION WITH NEW INFRASTRUCTURE.
11	ADJUST ALL EXISTING PUBLIC UTILITY COVERS TO FINISHED GRADE. INCLUDE CONCRETE COLLARS FOR ALL COVERS.
12	PV-B STA: 2+37.12 GRADE BREAK EX EAST LIP OF CURB = 2773.72 EX CENTERLINE = 2773.64 FG CENTERLINE = 2774.46 EX WEST LIP OF CURB = 2773.65
13	PV-B STA: 3+50.00 GRADE CHECK EX EAST LIP OF CURB = 2773.54 EX CENTERLINE = 2773.53 FG CENTERLINE = 2774.03 EX WEST LIP OF CURB = 2773.51
14	2471.2-SY HMA PAVEMENT FOR ATLANTA STREET.
15	PV-B STA: 5+50.00 GRADE CHECK EX EAST LIP OF CURB = 2773.13 EX CENTERLINE = 2773.27 FG CENTERLINE = 2773.27 EX WEST LIP OF CURB = 2773.16
16	PV-B STA: 6+48.08 BEGIN STREET TRANSITION FROM VALLEY GUTTER TO SECTION A-A EX EAST LIP OF CURB = 2772.72 EX CENTERLINE = 2772.74 FG CENTERLINE = 2773.89 EX WEST LIP OF CURB = 2772.72
17	PV-B STA: 6+98.08 END STREET TRANSITION FROM VALLEY GUTTER TO SECTION A-A EX CENTERLINE = 2772.40

PACKET

35.189

February 13, 2024

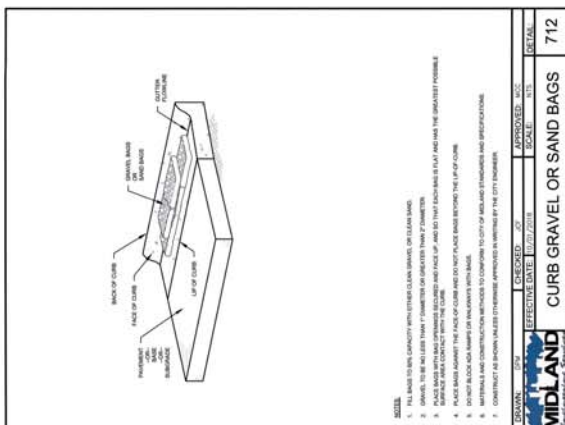
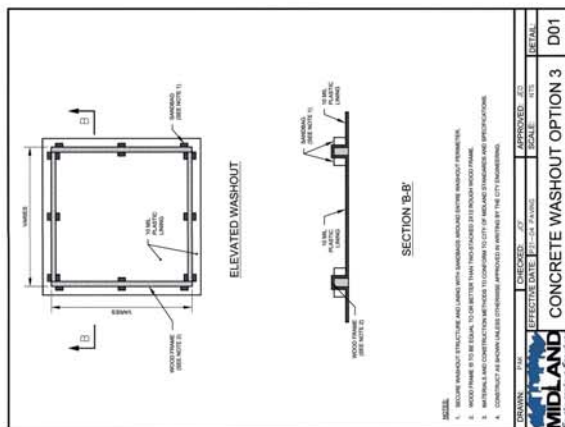


PAVING KEYED NOTES:	
18	PV-C STA: 0+24.50 BEGIN STREET TRANSITION FROM VALLEY GUTTER TO SECTION A-A EX EAST LIP OF CURB = 2775.22 EX CENTERLINE = 2775.22 EX WEST LIP OF CURB = 2775.25
19	PV-C STA: 0+74.50 END STREET TRANSITION FROM VALLEY GUTTER TO SECTION A-A EX EAST LIP OF CURB = 2775.28 EX CENTERLINE = 2775.22 EX WEST LIP OF CURB = 2775.25
20	PV-C STA: 1+50.00 GRADE CHECK EX EAST LIP OF CURB = 2775.11 EX CENTERLINE = 2775.09 EX WEST LIP OF CURB = 2775.11
21	2467.1-SY HMA PAVEMENT FOR JEFFERSON STREET.
22	PV-C STA: 3+50.00 GRADE CHECK EX EAST LIP OF CURB = 2774.78 EX CENTERLINE = 2774.75 EX WEST LIP OF CURB = 2774.78
23	PV-C STA: 5+50.00 GRADE CHECK EX EAST LIP OF CURB = 2774.52 EX CENTERLINE = 2774.51 EX WEST LIP OF CURB = 2774.49
24	PV-C STA: 6+47.25 BEGIN STREET TRANSITION FROM VALLEY GUTTER TO SECTION A-A EX EAST LIP OF CURB = 2774.30 EX CENTERLINE = 2774.30 EX WEST LIP OF CURB = 2774.32
25	PV-C STA: 6+97.25 END STREET TRANSITION FROM VALLEY GUTTER TO SECTION A-A EX CENTERLINE = 2774.01

PACKET

35.190

February 13, 2024





Parkhill



Parkhill.com

NORTH FORT WORTH STREET
IMPROVEMENTS
MISSISSIPPI AVENUE
TO KANSAS AVENUE



MIDLAND COUNTY
500 N. Lorraine
Midland, TX
79701

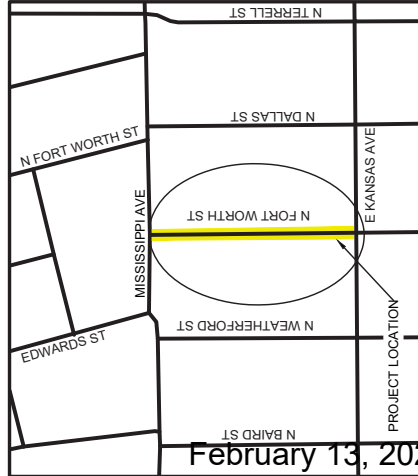
PROJECT NO.
41880.23

DATE DESCRIPTION
09/25/2023 50% REVIEW SUBMITTAL
07/28/2023 50% REVIEW SUBMITTAL

COVER SHEET

001

CITY OF MIDLAND NORTH FORT WORTH STREET EAST KANSAS AVENUE TO MISSISSIPPI AVENUE PROJECT No. P23-14



VICINITY MAP NTS

SEPTEMBER
2023

Parkhill

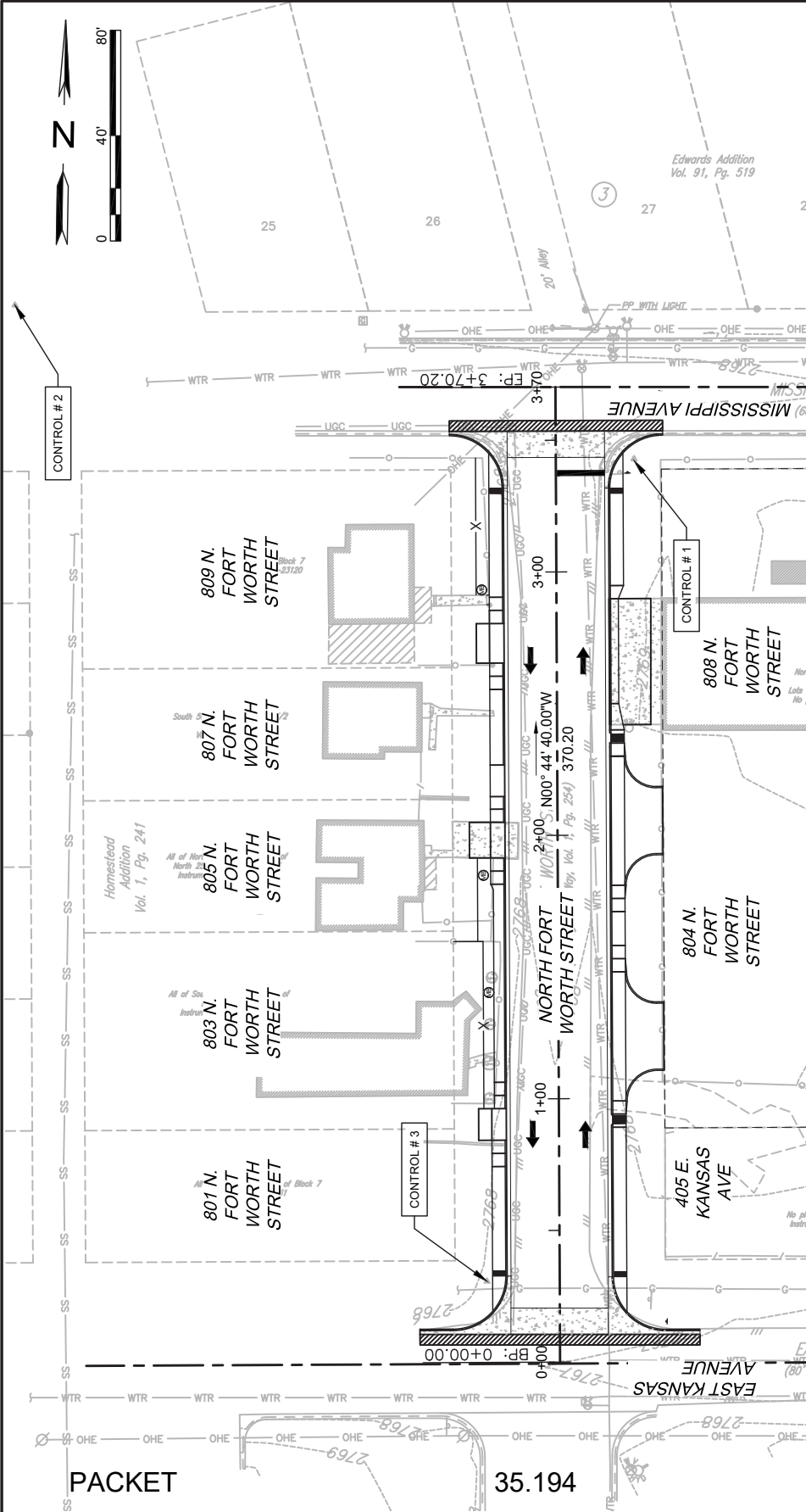
INDEX OF SHEETS

001	COVER SHEET
002	HORIZONTAL & VERTICAL CONTROL
003	REMOVALS
004 - 005	TYPICAL SECTIONS
006	PROJECT SUMMARY
007 - 008	PLAN PROFILE
009 - 011	DRIVEWAY LAYOUTS
012	CROSS-SECTIONS
013	SIGNS, MARKINGS, AND FENCE LAYOUTS
014	EROSION CONTROL
015 - 023	CITY STANDARD DETAILS
024 - 025	TxDOT STANDARD DETAILS

PACKET

35.193

February 13, 2024

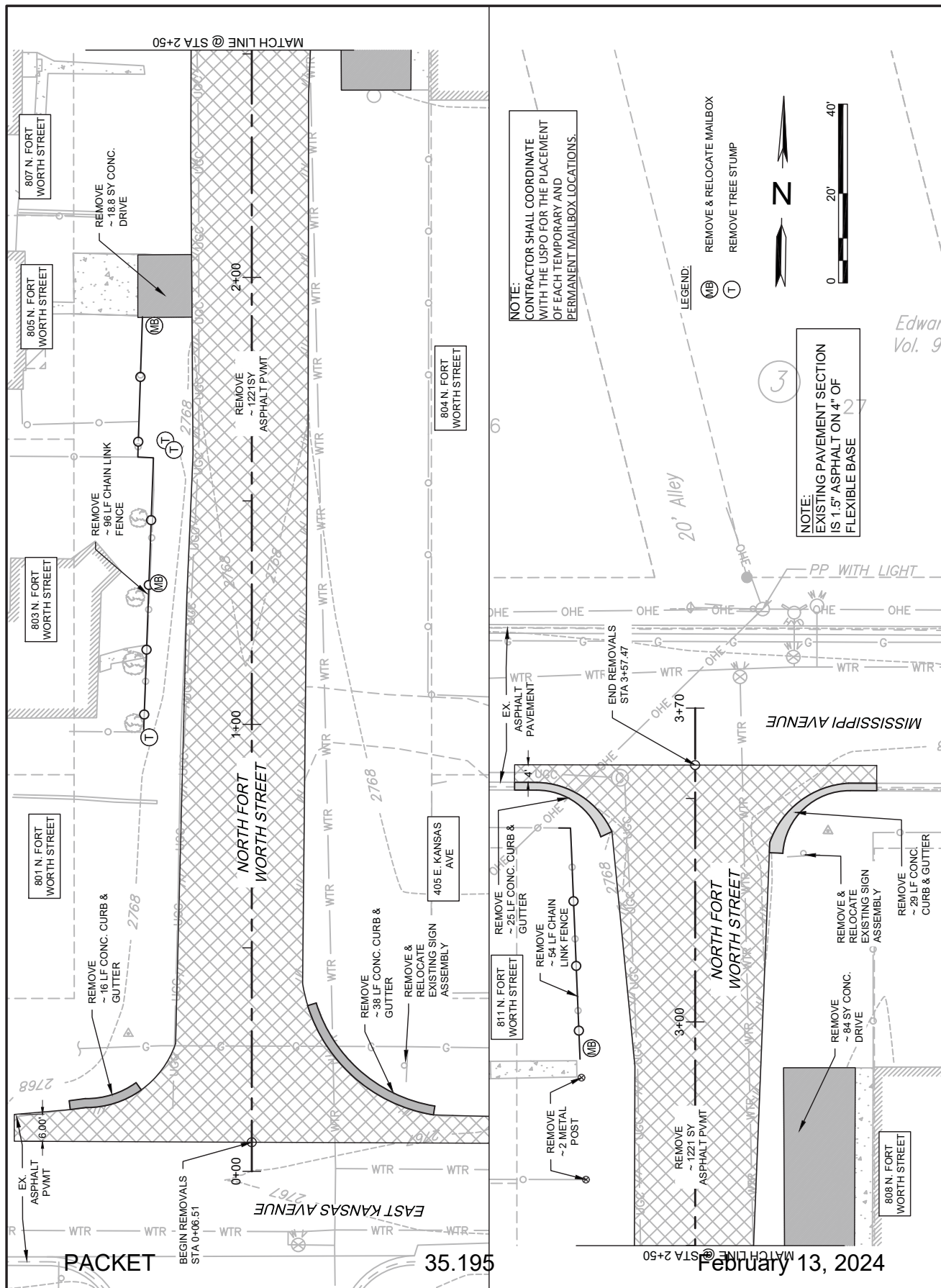


HORIZONTAL CONTROL:

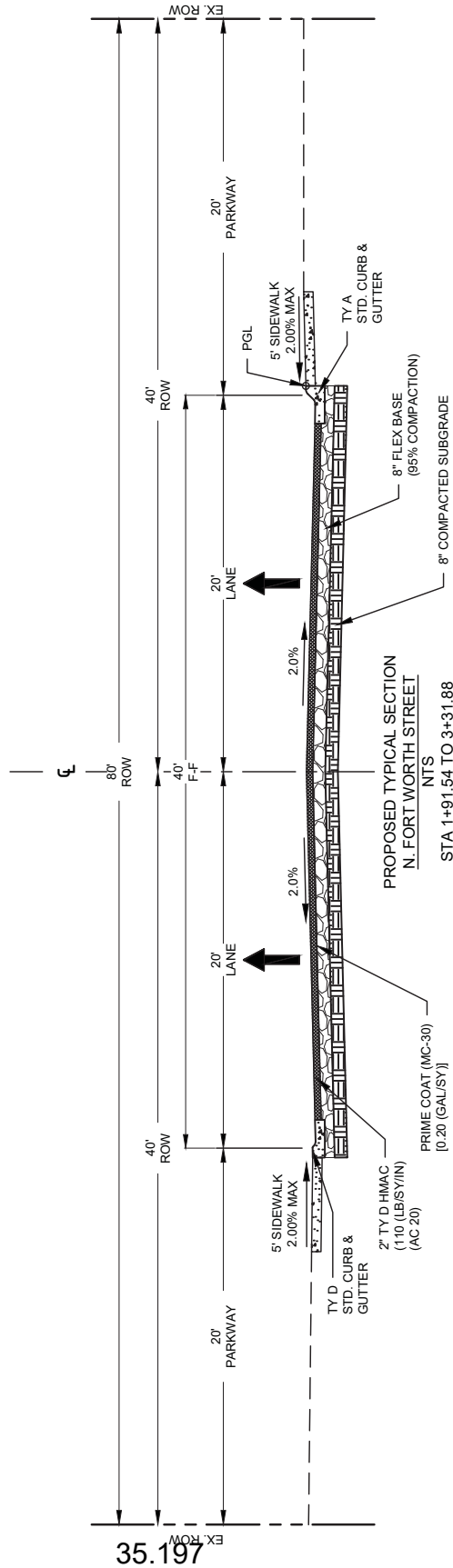
Begin NORTH FORT WORTH ST
N 10,697,168.13 E 1,757,936.75 0+00.00
Line (1)
N 0° 44' 40"W 370.20'
N 10,697,538.31 E 1,757,931.94 3+70.20
Line (1)
End NORTH FORT WORTH ST

NORTH FORT WORTH STREET VERTICAL CONTROL POINTS

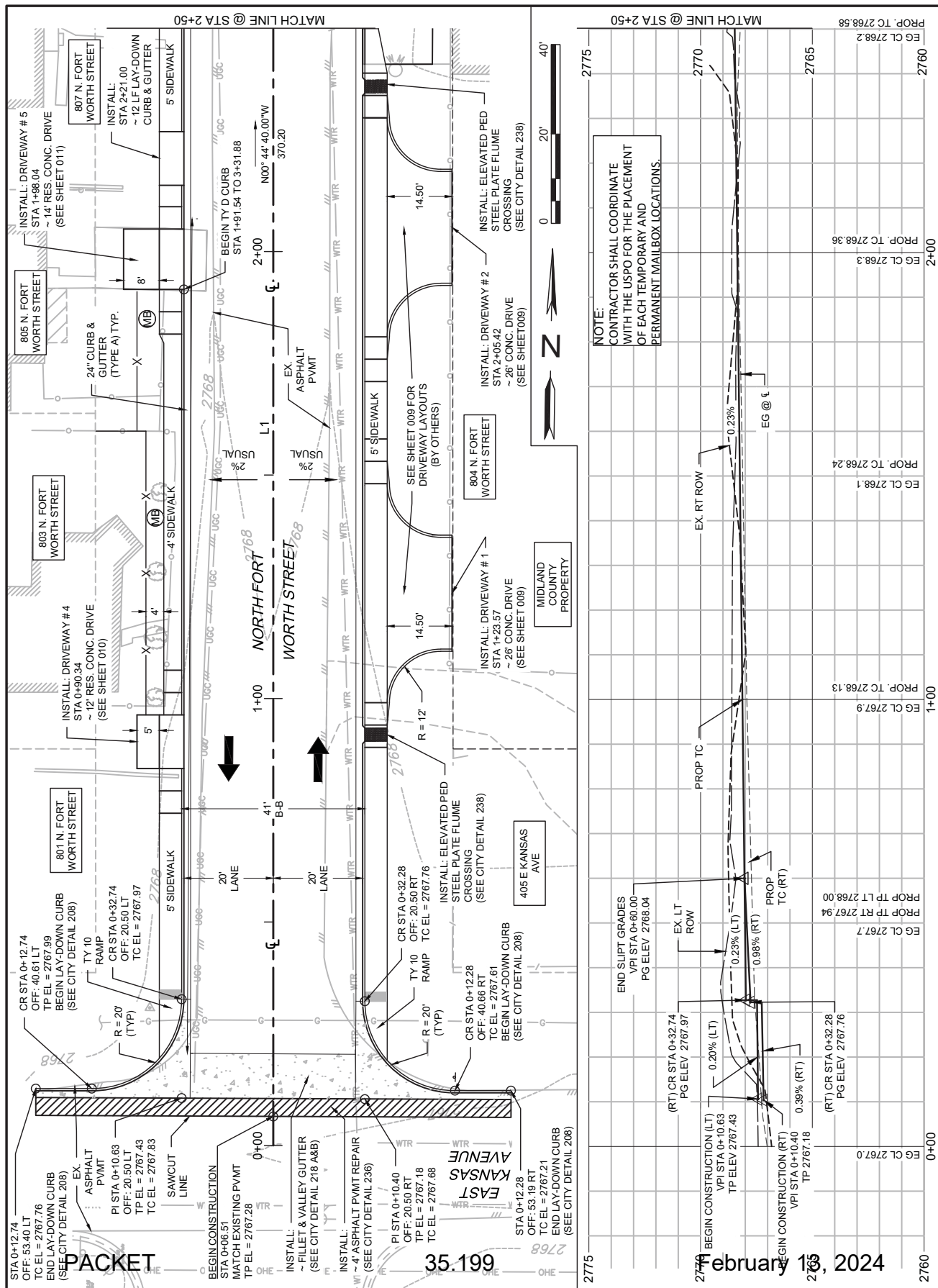
No.	DESCRIPTION	NORTHING	EASTING	ELEVATION
1	1/2" IRF	10697511.25	1757962.02	2768.66
2	1/2" IRF	10697567.89	1757726.4000	2768.86
3	1/2" IRF	10697198.60	1757908.7300	2768.57

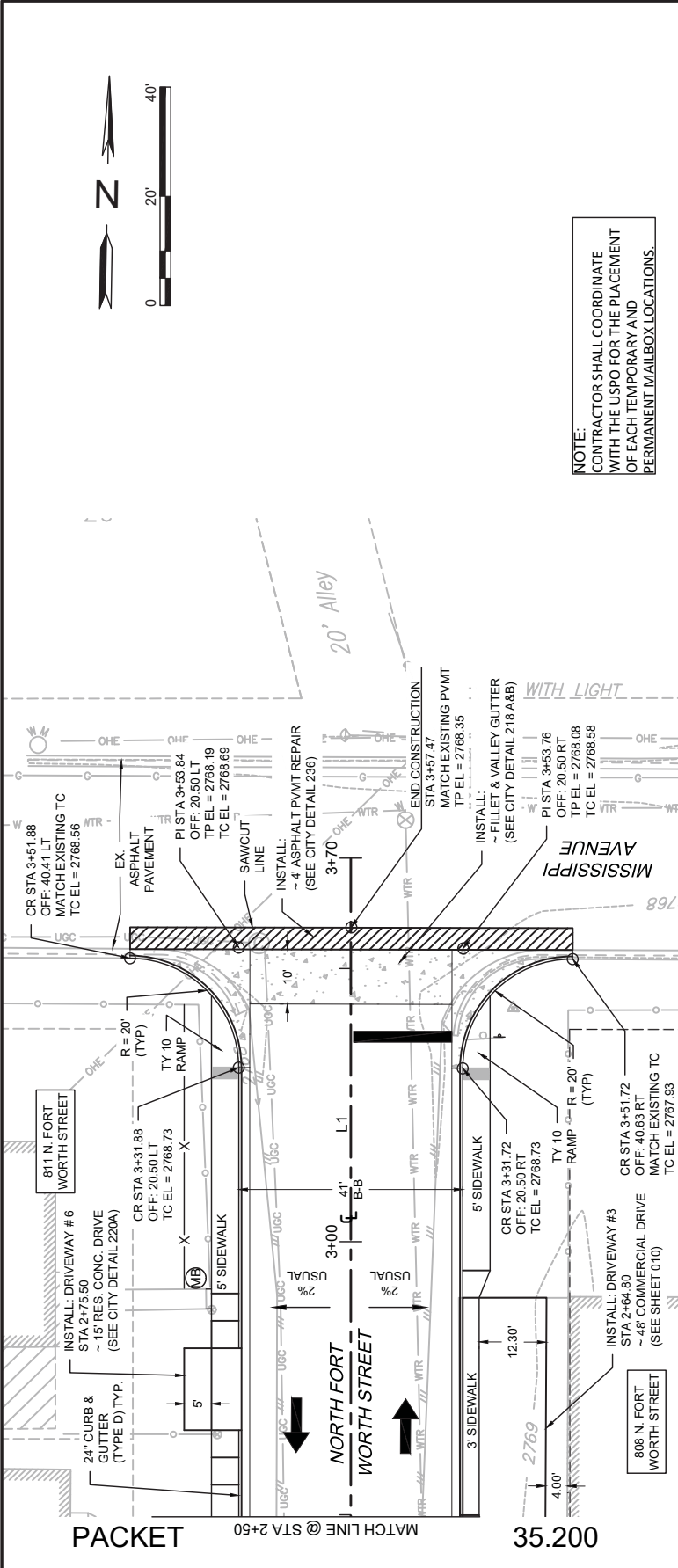


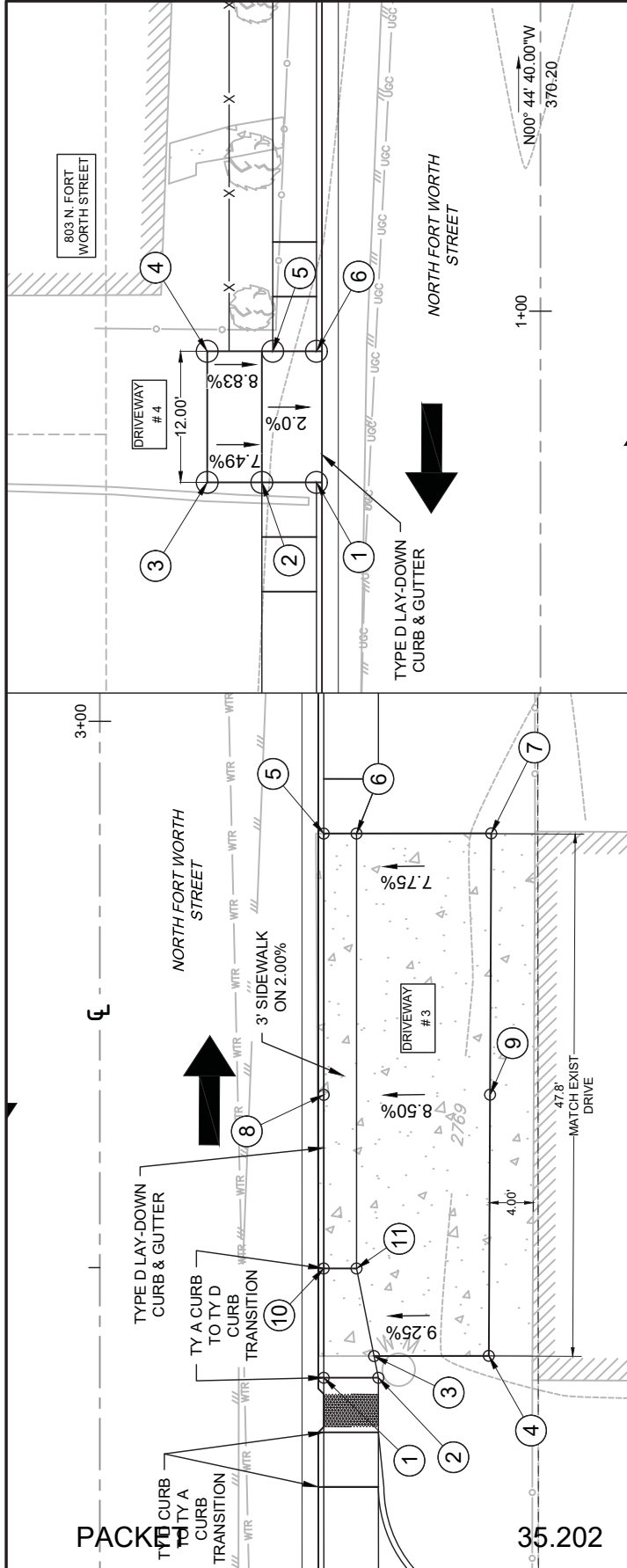




NO.	TxDOT ITEM NO.	DESCRIPTION	UNITS	QUANTITY
1	104	REMOVE METAL POST	EA	2
2	104	REMOVING CONC (DRIVEWAYS)	SY	103
3	104	REMOVE CONC (CURB AND GUTTER)	LF	108
4	105	REMOVING STAB BASE & ASPH PAV (5.5")	SY	1,221
5	110	EXCAVATION (ROADWAY)	CY	342
6	247	FLEXIBLE BASE (8")	SY	1,537
7	310	PRIME COAT (MC-30)	GAL	307
8	340	HMAC (TY D) (2.5")	TON	211
9	500	MOBILIZATION	LS	1
10	502	BARRICADES, SIGNS AND TRAFFIC CONTROL	MO	4
11	506	EROSION CONTROL (SAND BAGS)	EA	10
12	529	TYPE A CONCRETE CURB AND GUTTER	LF	413
13	529	TYPE D CONCRETE CURB AND GUTTER	LF	270
14	530	INTERSECTION (CONC FILLET & VALLEY GUTTER) (CL C)(6")	SY	153
15	530	DRIVEWAYS (CONCRETE) (6")	SY	292
16	531	CONCRETE SIDEWALK (4")	SY	227
17	531	CURB RAMPS (TY 10)	EA	4
18	550	REMOVE CHAIN LINK FENCE	LF	149
19	550	INSTALL CHAIN LINK FENCE (6')	LF	162
20	550	INSTALL CHAIN LINK GATE	EA	3
21	560	REMOVE MAIL BOX	EA	3
22	560	INSTALL NEW MAIL BOX (TY 2 OR TY 3 SINGE POST)	EA	3
23	644	RELOCATE SIGN AND POST	EA	4
24	666	PAV MARKINGS (TY 1) (W) (24") (SLD) (100 MIL)	LF	18
25	752	REMOVE TREE STUMP	EA	3
26	---	ELEVATED PEDESTRIAN STEEL PLATE FLUME CROSSING	EA	2







DRIVEWAY # 3 KEY NOTES

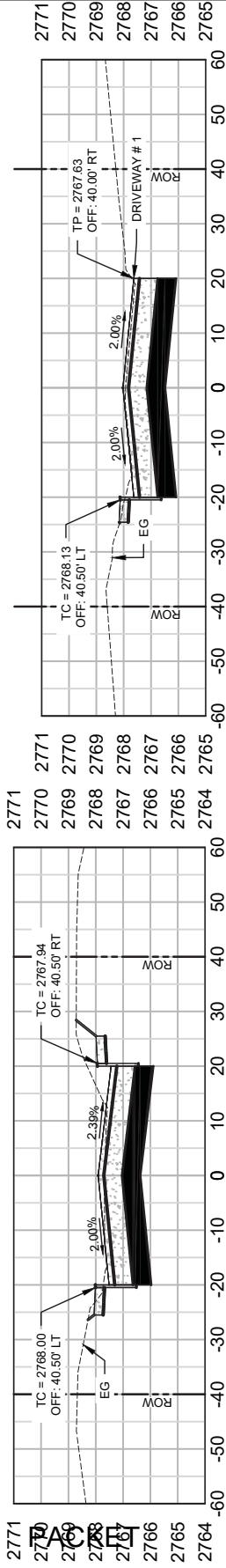
- 1 STA 2+39.92
OFFSET: 20.50' RT
TC EL = 2768.45
- 2 STA 2+39.92
OFFSET: 25.50' RT
TP EL = 2768.53
- 3 STA 2+41.91
OFFSET: 25.10' RT
TSW EL = 2768.34
- 4 STA 2+41.91
OFFSET: 35.60' RT
TP EL = 2768.31
- 5 STA 2+89.73
OFFSET: 20.50' RT
TL EL = 2768.26
- 6 STA 2+89.73
OFFSET: 23.50' RT
TP EL = 2768.32
- 7 STA 2+89.75
OFFSET: 35.84' RT
TP EL = 2768.28

DRIVEWAY # 4 KEY NOTES

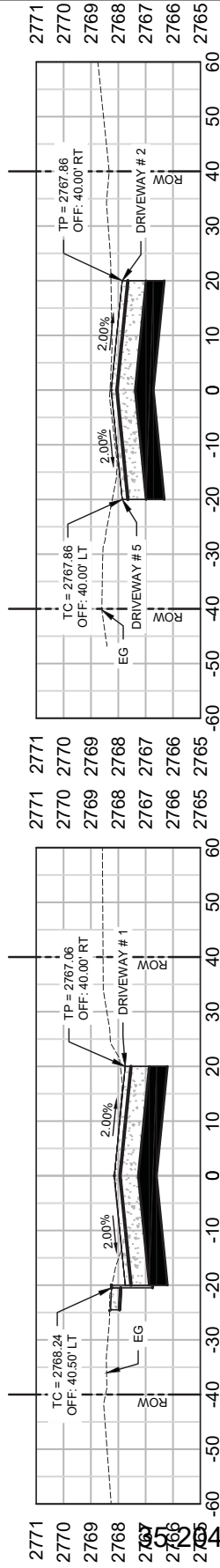
- 1 STA 0+84.34
OFFSET: 20.50' LT
TL EL = 2767.76
- 2 STA 0+84.34
OFFSET: 25.50' LT
TP EL = 2767.87
- 3 STA 0+84.34
OFFSET: 30.50' LT
MEG EL = 2768.24
- 4 STA 0+96.34
OFFSET: 30.50' LT
MEG EL = 2768.41
- 5 STA 0+96.34
OFFSET: 24.50' LT
TP EL = 2767.88
- 6 STA 0+96.34
OFFSET: 20.50' LT
TL EL = 2767.79

LEGEND:
TC = TOP OF CURB
TP = TOP OF PAVEMENT
MEG = MATCH EXISTING GROUND
TL = TOP OF LIFT (TY D CURB)
TSW = TOP OF SIDEWALK

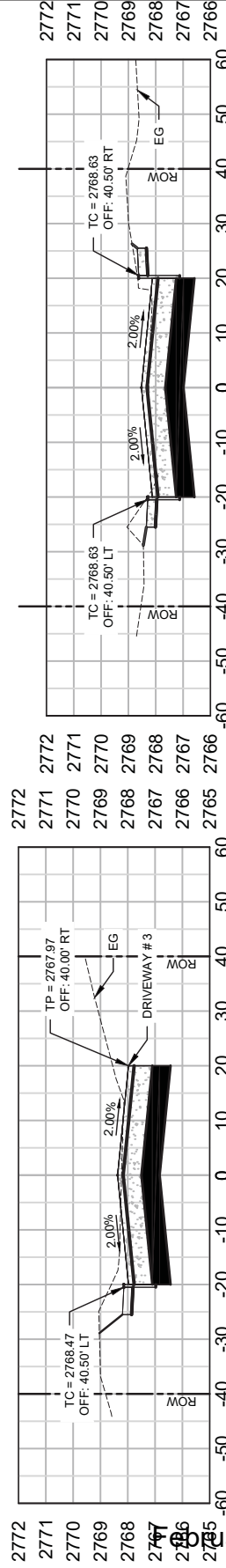
February 13, 2024



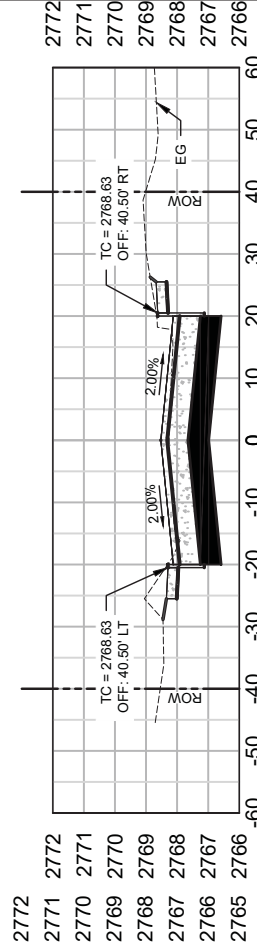
1+00



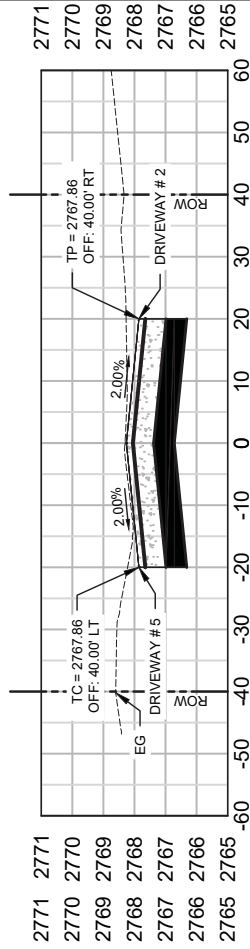
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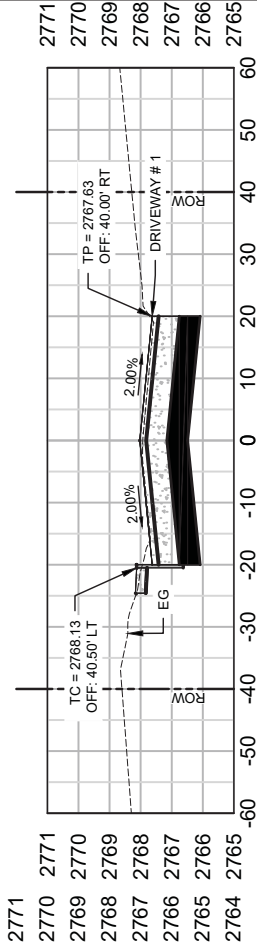
3+00

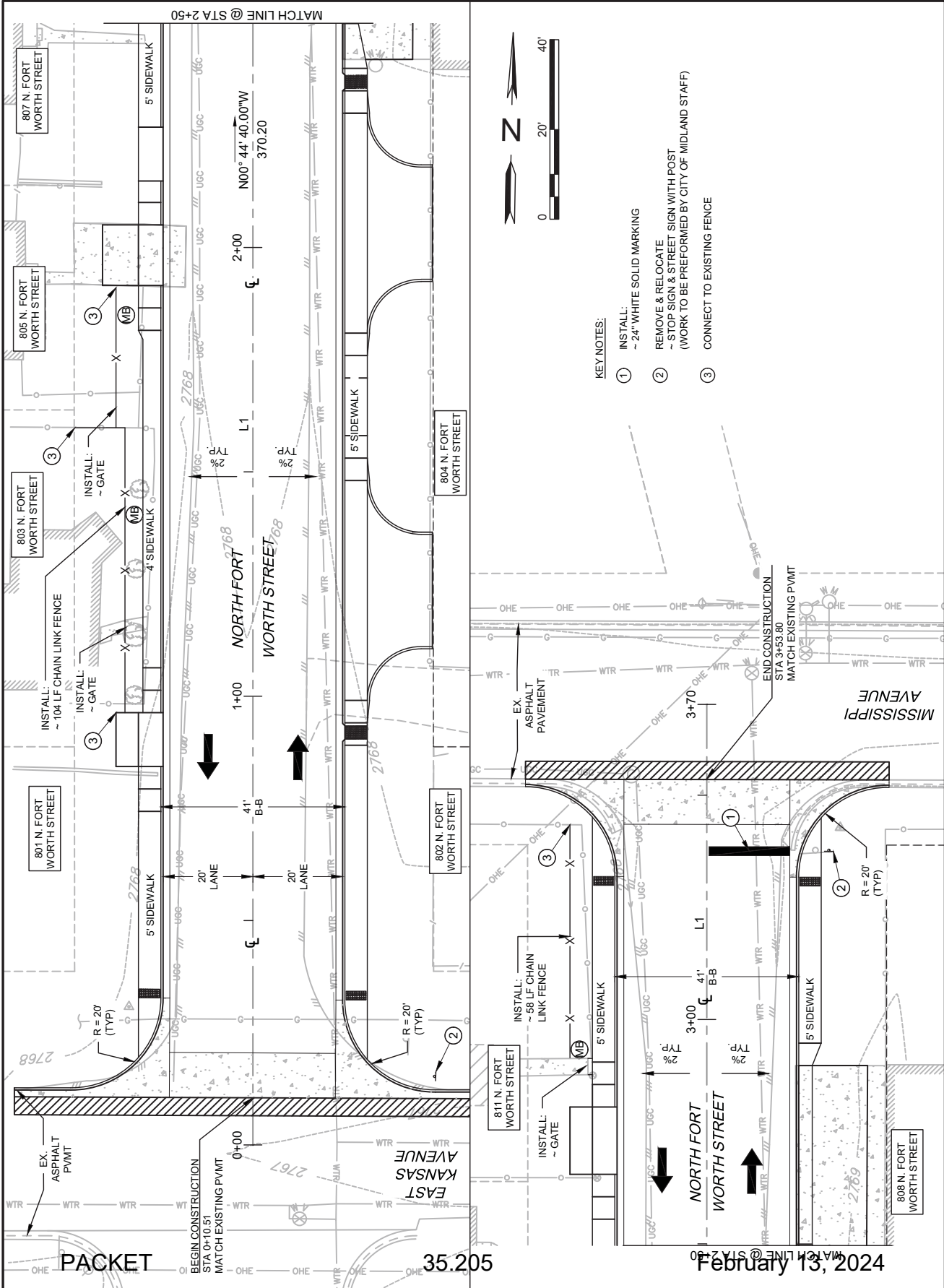


1+00



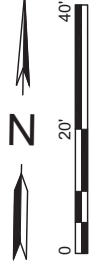
2+00





KEY NOTES:

1. INSTALL:
~ 24\"
2. REMOVE & RELOCATE
~ STOP SIGN & STREET SIGN WITH POST
(WORK TO BE PERFORMED BY CITY OF MIDLAND STAFF)
3. CONNECT TO EXISTING FENCE



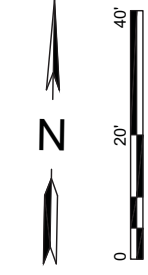
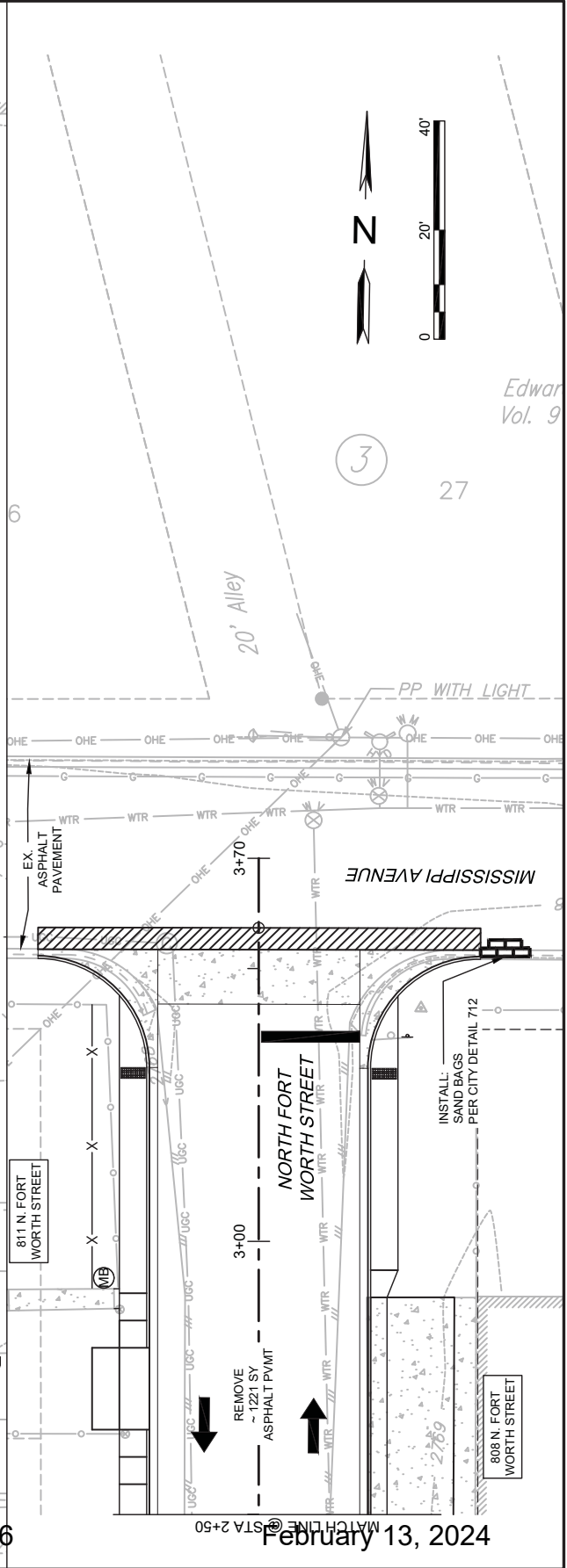
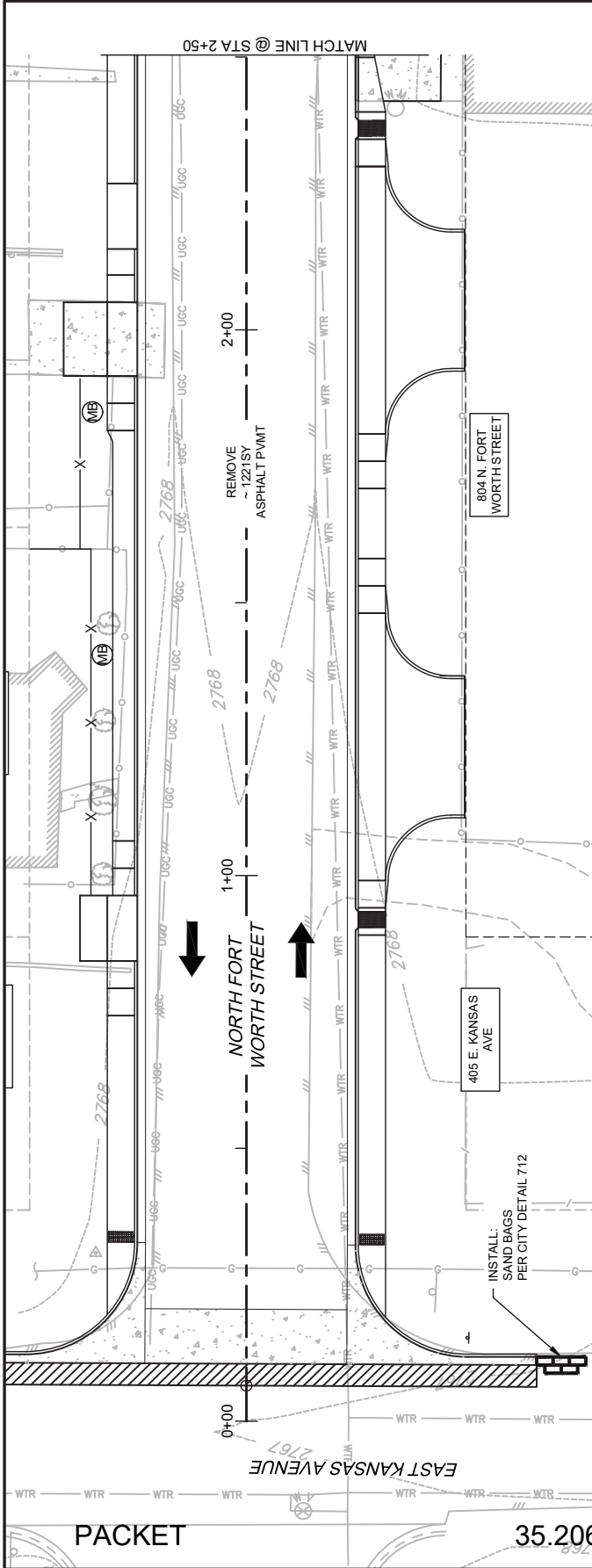
PACKET

35.205

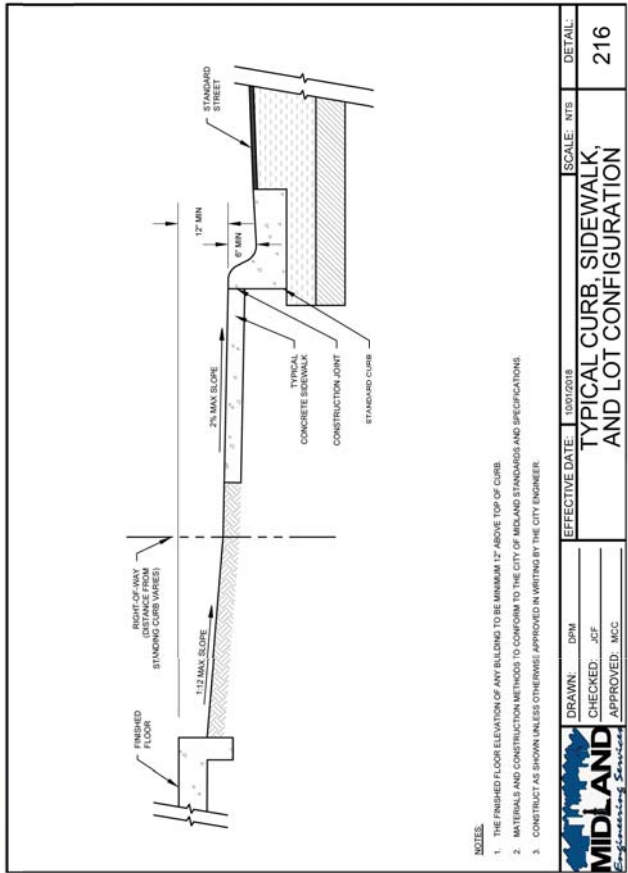
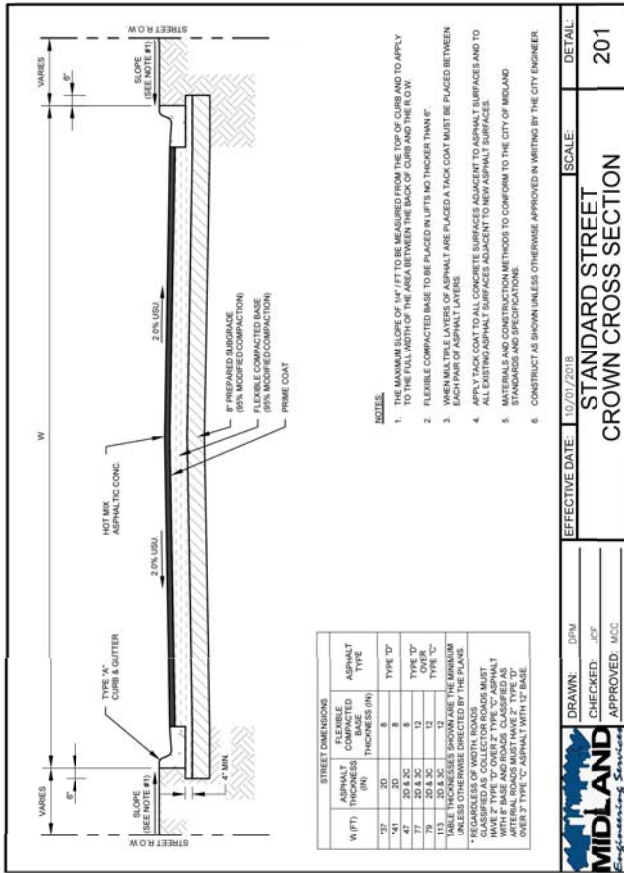
February 13, 2024

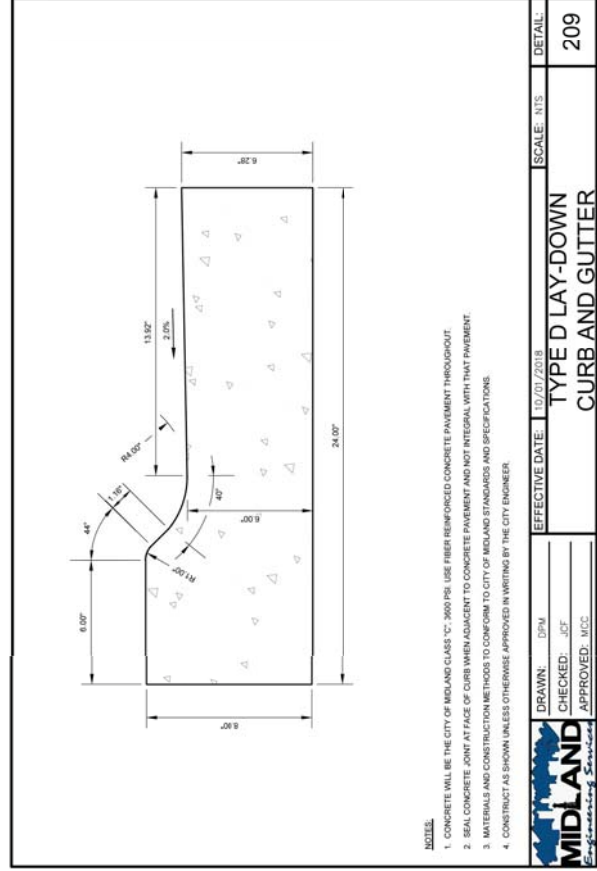
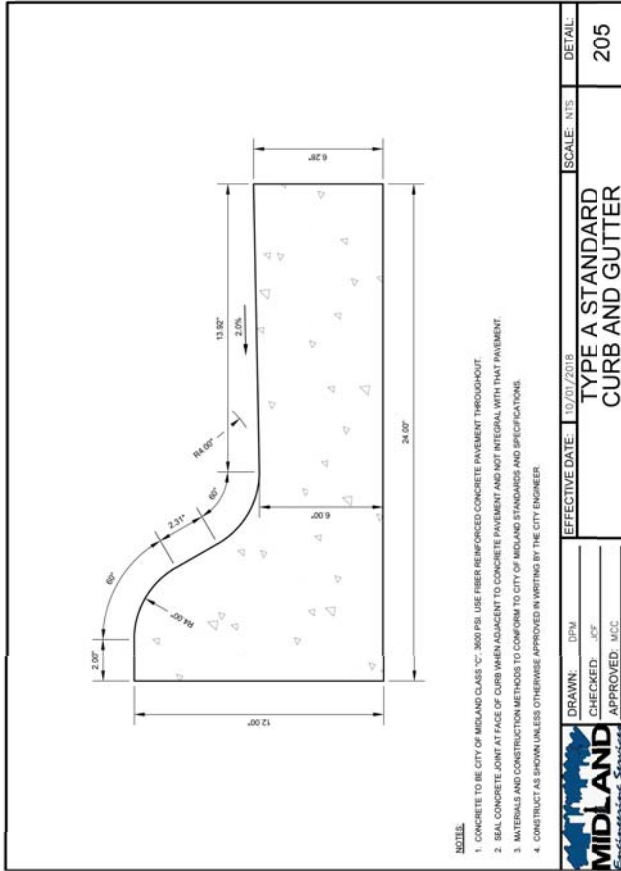
NORTH FORT WORTH STREET IMPROVEMENTS

MISSISSIPPI AVENUE to KANSAS AVENUE



Edward
Vol. 9







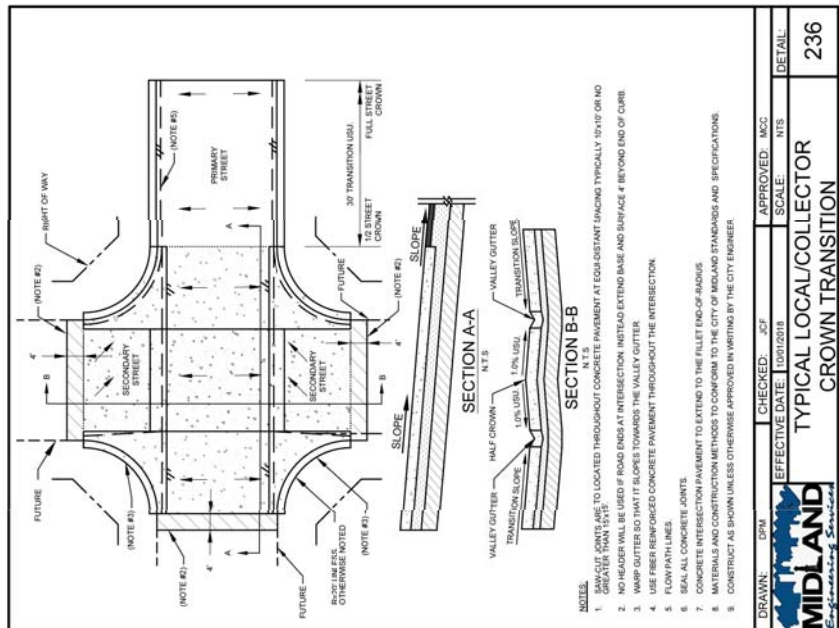
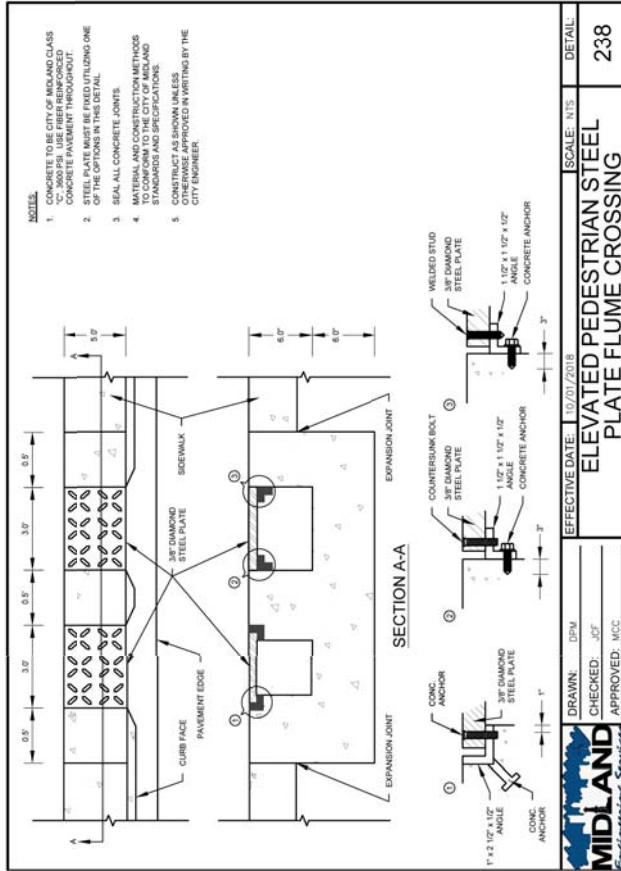
MIDLAND COUNTY
500 N. Lorraine
Midland, TX
79701

PROJECT NO.
41380.23

DATE	DESCRIPTION
09/20/2018	90% REVIEW SUBMITTAL
07/20/2023	30% REVIEW SUBMITTAL

CITY
STANDARD
DETAILS

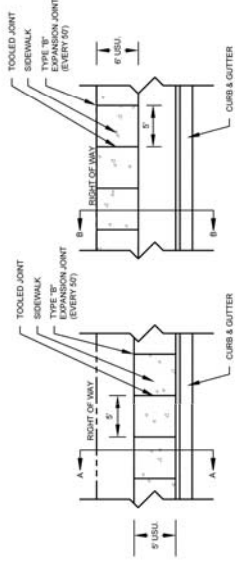
017





DATE	DESCRIPTION
10/25/2023	30% REVIEW SUBMITTAL
11/25/2023	50% REVIEW SUBMITTAL
1/25/2024	90% REVIEW SUBMITTAL

- NOTES:**
1. CONCRETE TO BE CITY OF MIDLAND CLASS "A" WITH A MINIMUM 5% COMPRESSIVE STRENGTH. 3000 PSI MINIMUM. REINFORCED CONCRETE PAVEMENT THROUGHOUT.
 2. SIDEWALK TO BE A MINIMUM OF 5' WIDE AND 4" THICK.
 3. SIDEWALK TO HAVE TYPE A SAWCUT JOINTS ON TOOLED JOINTS EVERY 5'.
 4. TYPE "B" EXPANSION JOINTS TO BE LOCATED AT ALL PEDESTRIAN ACCESS RAMPS AND TRANSITION AREAS. JOINTS TO BE ADJACENT TO EXISTING CONCRETE.
 5. ATTACHED SIDEWALK SHALL BE LOCATED ADJACENT TO THE BACK OF CURB.
 6. DETACHED SIDEWALK SHALL BE LOCATED ADJACENT TO THE RIGHT OF WAY.
 7. SIDEWALK CROSS-SLOPE MAY NOT EXCEED 2.0%.
 8. ALL EXPOSED SIDEWALK EDGES TO HAVE A 1/2" RADIUS.
 9. WHERE OBSTRUCTION IN SIDEWALK EXISTS, SIDEWALK LOCATION MAY BE SHIFTED WITH THE APPROVAL OF THE CITY ENGINEER.
 10. ALL SIDEWALKS WITH A CONCRETE SURFACE SHALL BE FINISHED WITH A TYPE "B" FINISH. OTHER ROUGH NON-SAND TYPE FINISH AS APPROVED BY THE CITY ENGINEER.
 11. MATERIALS AND CONSTRUCTION METHODS TO CONFORM TO THE CITY OF MIDLAND STANDARDS AND SPECIFICATIONS.
 12. CONSTRUCT AS SHOWN UNLESS OTHERWISE APPROVED IN WRITING BY THE CITY ENGINEER.
 13. SIDEWALKS IN DOWNTOWN PER CENTRAL BUSINESS DISTRICT POLICY.



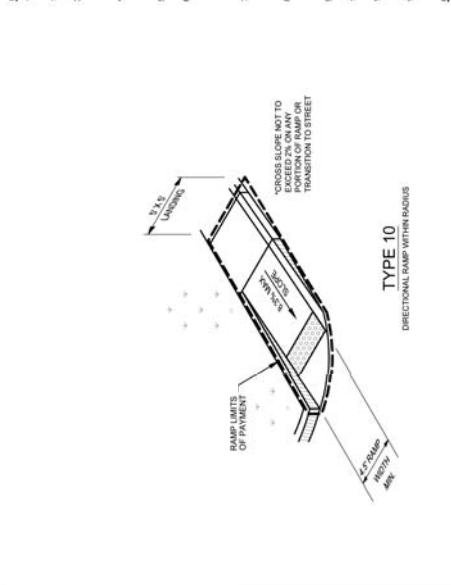
SECTION A - A



SECTION B - B

DRAWN	DPH	EFFECTIVE DATE	SCALE	DETAIL
MIDLAND	DPH	10/25/2018	N.T.S.	225
CHECKED	KCF			
APPROVED	MCC			

- CURB RAMP NOTE:**
1. ADJUST CURB RAMP LOCATION AND OR TYPE SO THAT NO OBSTRUCTION IS LOCATED WITHIN THE LANDING AREA.
 2. CURB RAMP SHALL BE A MINIMUM OF 5' WIDE AND 4" THICK. THE RAMP SHALL BE FINISHED WITH A TYPE "B" FINISH. THE SIDE APPROACH IS SUBSTANTIALLY OBSTRUCTED.
 3. LANDINGS SHALL BE 5' X 5' MINIMUM WITH A MAXIMUM 2% SLOPE. THERE SHALL BE A 3" MINIMUM CLEARANCE IN WIDTH AND LENGTH OF THE LANDING.
 4. MAXIMUM ALLOWABLE CROSS SLOPE ON SIDEWALK AND CURB RAMP SURFACES IS 2%.
 5. CURB RAMP WITH NETWORK CURB MAY BE USED ONLY IF THE RAMP EITHER BECAUSE THE ADJACENT SURFACE IS UNDESIRABLE OR THE ADJACENT SURFACE IS UNDESIRABLE. THE SIDE APPROACH IS SUBSTANTIALLY OBSTRUCTED.
 6. ADDITIONAL INFORMATION ON CURB RAMP LOCATION, DESIGN, LIGHT REFLECTIVE VALUE AND TEXTURE MAY BE FOUND IN STANDARDS (1A) AND 16 FAC. 68.102.
 7. AT INTERSECTIONS WHERE CROSSWALK MARKINGS ARE NOT REQUIRED, THE CURB RAMP SHALL BE FINISHED WITH A TYPE "B" FINISH. THE SIDE APPROACH IS SUBSTANTIALLY OBSTRUCTED.
 8. THE CURB RAMP SHALL BE FINISHED WITH A TYPE "B" FINISH. THE SIDE APPROACH IS SUBSTANTIALLY OBSTRUCTED.
 9. THE CURB RAMP SHALL BE FINISHED WITH A TYPE "B" FINISH. THE SIDE APPROACH IS SUBSTANTIALLY OBSTRUCTED.
 10. PLANE SLOPE SHALL NOT EXCEED 10% MEASURED ALSO TO CURB LINE.
 11. THE CURB RAMP SHALL BE FINISHED WITH A TYPE "B" FINISH. THE SIDE APPROACH IS SUBSTANTIALLY OBSTRUCTED.
 12. PLACE OF CONCRETE IN RAMPS, LANDINGS AND LANDING AREAS SHALL BE FINISHED WITH A TYPE "B" FINISH. THE SIDE APPROACH IS SUBSTANTIALLY OBSTRUCTED.



DRAWN	DPH	EFFECTIVE DATE	SCALE	DETAIL
MIDLAND	DPH	10/25/2018	N.T.S.	231
CHECKED	KCF			
APPROVED	MCC			



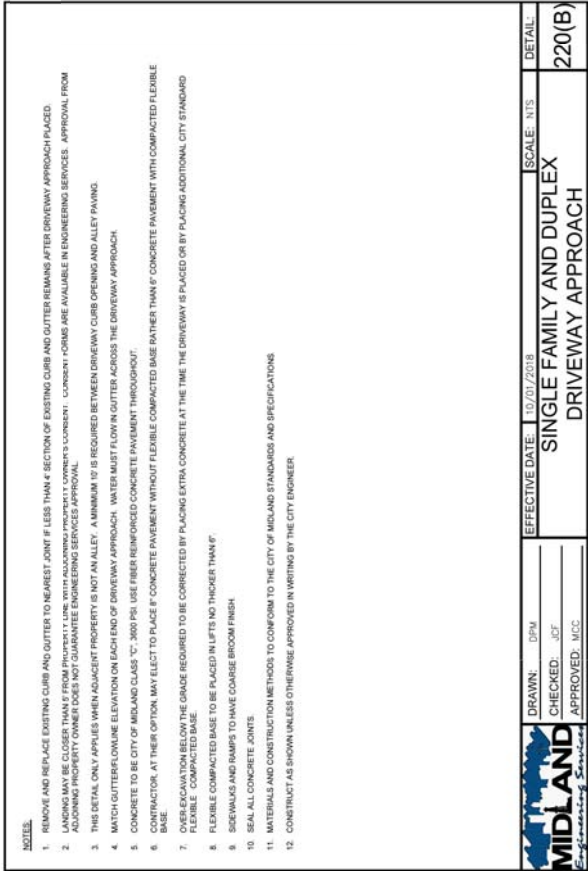
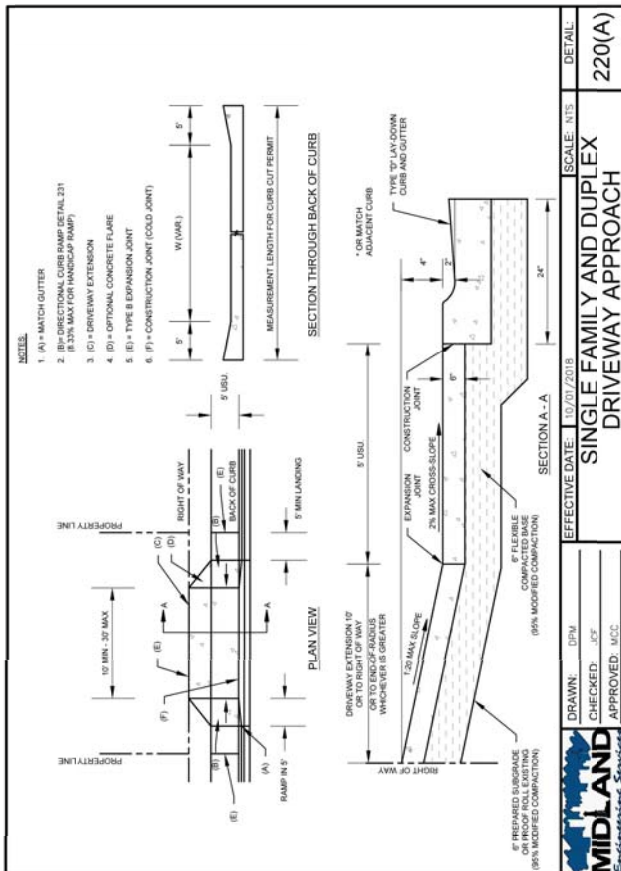
MIDLAND COUNTY
500 N. Loopline
Midland, TX
79701

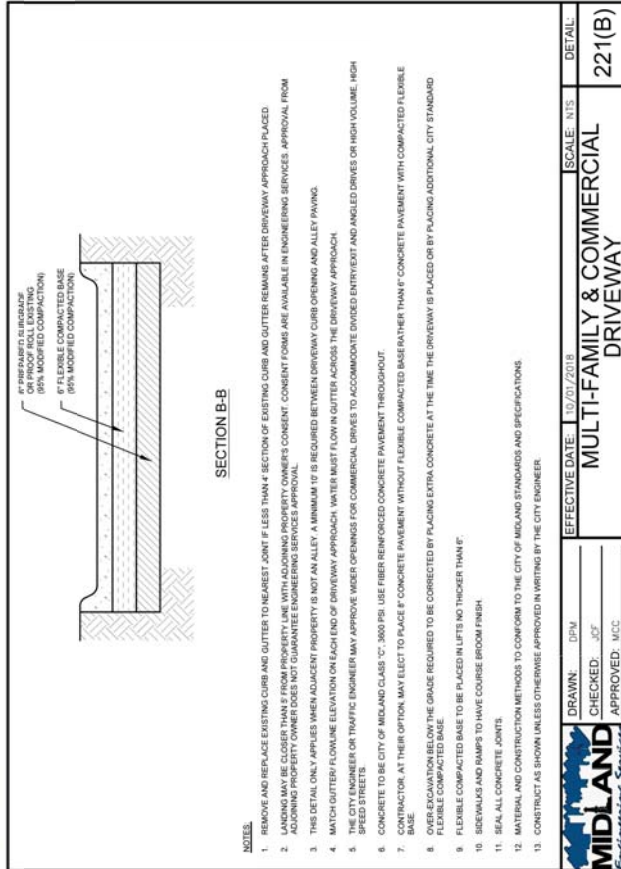
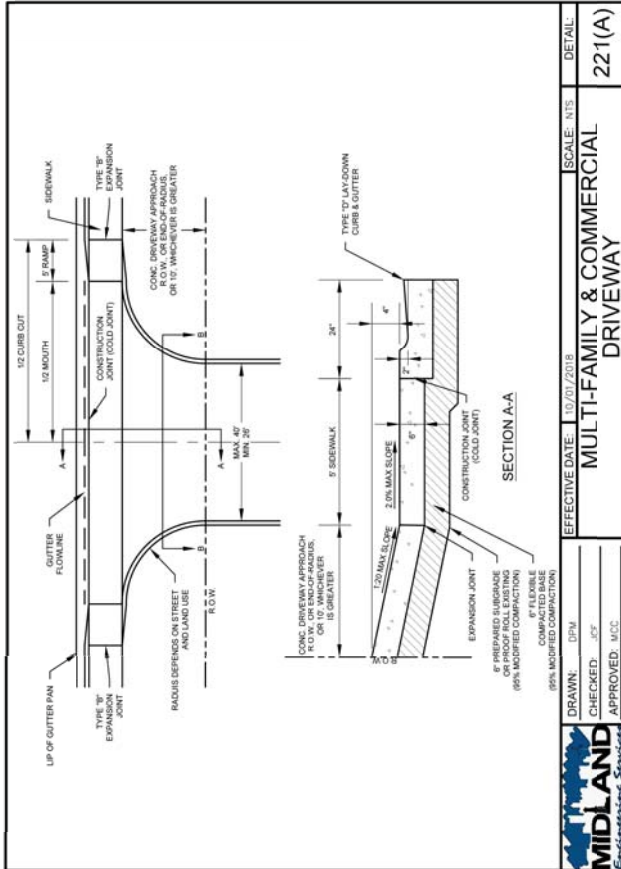
PROJECT NO.
41386.23

DATE	DESCRIPTION
09/25/23	90% REVIEW SUBMITTAL
10/07/2018	CONTRACT REVIEW SUBMITTAL
07/20/2023	90% REVIEW SUBMITTAL

CITY
STANDARD
DETAILS

022







City Council Meeting

Item Number: 36
Meeting Date: February 13, 2024
To: City Council / City Manager
From: Gabe McClelland, Director
Subject: AN ORDINANCE ALTERING PRIMA FACIE SPEED LIMITS ALONG CERTAIN STREETS IN THE CITY; AUTHORIZING INSTALLATION OF APPROPRIATE SIGNS AND MARKINGS; REPEALLING ORDINANCE NO. 10434; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO HUNDRED DOLLARS (\$200.00); AND ORDERING PUBLICATION (DISTRICT 4) (ENGINEERING SERVICES)

Purpose:

Consider an ordinance altering Prima facie speed limits along certain streets in the City; authorizing installation of appropriate signs and markings; 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

Recommended City Council Action:

Approve

Fiscal Impact:

None

Strategic Priority:

Set the Standard for a Safe and Secure City

Discussion:

A request from the Homeowners Association has led to multiple traffic studies at the Grasslands Subdivision. Based on these studies, the Engineering Department recommends

altering the speed limit at the following roadways to the new speeds listed below:

Ashwood Court (both directions) 25 mph - in its entirety
Blackwood Drive (both directions) 25 mph - in its entirety
Brandy Hill Road (both directions) 25 mph - in its entirety
Briaroaks Court (both directions) 25 mph - in its entirety
Briaroaks Drive (both directions) 25 mph - in its entirety
Brentwood Drive (both directions) 25 mph - in its entirety
Castle Wood Drive (both directions) 25 mph - in its entirety
Centerview (both directions) 25 mph - in its entirety
Cranston Place (both directions) 25 mph - in its entirety
Deeanna Lane (both directions) 25 mph - in its entirety
Devlin Place (both directions) 25 mph - in its entirety
Drexel Court (both directions) 25 mph - in its entirety
Fringewood Drive (both directions) 25 mph - in its entirety
Gladewood Drive (both directions) 25 mph - in its entirety
Glen Mist Drive (both directions) 25 mph - in its entirety
Grassland Boulevard (both directions) 25 mph - in its entirety
Greenridge (both directions) 25 mph - in its entirety
Hathaway Court (both directions) 25 mph - in its entirety
Haywood Drive (both directions) 25 mph - in its entirety
Heartland Court (both directions) 25 mph - in its entirety
Hereford Boulevard (both directions) 25 mph - in its entirety
Highland Court (both directions) 25 mph - in its entirety
Highland Boulevard (both directions) 25 mph - in its entirety
Hillcrest Place (both directions) 25 mph - in its entirety
Hillcrest Court (both directions) 25 mph - in its entirety
Homestead Boulevard (both directions) 25 mph - in its entirety
Homestead Court (both directions) 25 mph - in its entirety
Homeland Court (both directions) 25 mph - in its entirety
Homeland Drive (both directions) 25 mph - in its entirety
Ironwood Drive (both directions) 25 mph - in its entirety
Jadewood Drive (both directions) 25 mph - in its entirety
Kirkwood Drive (both directions) 25 mph - in its entirety
Mosswood Drive (both directions) 25 mph - in its entirety
Pagewood Drive (both directions) 25 mph - in its entirety
Prairie Ridge Drive (both directions) 25 mph - in its entirety
Ridgemont Court (both directions) 25 mph - in its entirety
Ridgemont Place (both directions) 25 mph - in its entirety
Sterling Place (both directions) 25 mph - in its entirety
Sterling Court (both directions) 25 mph - in its entirety
Stonecrest (both directions) 25 mph - in its entirety
Sundance Place (both directions) 25 mph - in its entirety
Sundance Court (both directions) 25 mph - in its entirety
Winddrift (both directions) 25 mph - in its entirety

Frederick

City Manager's Office

ORDINANCE NO. _____

AN ORDINANCE ALTERING PRIMA FACIE SPEED LIMITS ALONG CERTAIN STREETS IN THE CITY; AUTHORIZING INSTALLATION OF APPROPRIATE SIGNS AND MARKINGS; REPEALING ORDINANCE NO. 10434; CONTAINING A CUMULATIVE CLAUSE; CONTAINING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR A MAXIMUM PENALTY OR FINE OF TWO HUNDRED DOLLARS (\$200.00); AND ORDERING PUBLICATION

WHEREAS, under Section 542.202 and Section 545.356 of the Texas Transportation Code, the City Council is authorized to make certain findings based upon engineering and traffic investigations and to alter the prima facie speed limits on City streets or portions thereof; and

WHEREAS, the City Traffic Engineer has made studies and surveys of the traffic flowing along certain streets within the City limits of Midland, Texas; and

WHEREAS, the Council finds and determines from the above mentioned studies that certain streets, as hereinafter described in this ordinance, should be speed zoned to rates hereinafter set out in this ordinance;

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

SECTION ONE. That no person shall drive a vehicle on those certain streets as set out below at a speed greater than is reasonable or prudent under the circumstances then existing. The speed limits specified in this Section shall be lawful, but any speed in excess of the limits specified in this Section shall be prima facie evidence that the speed is not reasonable or prudent and is unlawful. Such speed limits are hereby fixed at the rates of speed indicated for vehicles traveling upon the named streets and highways, or parts thereof, described as follows:

A Street (both directions)

40 mph - from the northern terminus of A Street to the centerline of Loop 250

40 mph - from the centerline of Veterans Airpark Lane to the centerline of Scharbauer Drive

35 mph - from the centerline of Scharbauer Drive to the centerline of Wall Street

30 mph - from the centerline of Wall Street to the southern terminus of A Street

Ashwood Court (both directions)

25 mph - in its entirety

Avalon Drive (both directions)

40 mph - from the northern terminus of Avalon Drive to the centerline of Briarwood Avenue

40 mph - from the centerline of State Highway 191 to the southern terminus of Avalon Drive

Bent Tree Trail (both directions)

25 mph - in its entirety

Blackwood Drive (both directions)

25 mph - in its entirety

Bluebird Lane (both directions)

35 mph - from the centerline of Midland Drive to the centerline of Kingston Drive

25 mph - from the centerline of Kingston Drive to the eastern terminus of Bluebird Lane

Brandy Hill Road (both directions)

25 mph - in its entirety

Brentwood Drive (both directions)

25 mph - in its entirety

Briaroaks Court (both directions)

25 mph - in its entirety

Briaroaks Drive (both directions)

25 mph - in its entirety

Briarwood Avenue (both directions)

60 mph - from the centerline of State Highway 158 to the centerline of Avalon Drive

45 mph - from the centerline of Avalon Drive to the centerline of Holiday Hill Road

40 mph - from the centerline of Holiday Hill Road to the centerline of Mathis Street

35 mph - from the centerline of Mathis Street to the centerline of Midland Drive

Business State Highway 349C (both directions)

65 mph - from the northern boundary of Midland County to a point 797 feet north of Occidental Parkway

50 mph - from a point 797 feet north of Occidental Parkway to a point 370 feet south of the centerline of the south service road of Loop 250

Candlestick Drive (both directions)

25 mph - in its entirety

Cardinal Lane (both directions)

30 mph - from the centerline of Oriole Drive to the centerline of Midland Drive

35 mph - from the centerline of Midland Drive to the centerline of Midkiff Road

Castle Wood Drive (both directions)

25 mph - in its entirety

Centerview (both directions)

25 mph - in its entirety

Champions Drive (both directions)

25 mph - from the centerline of Tradewinds Boulevard to the centerline of Koufax Court

Clemente Court (both directions)

25 mph - in its entirety

Coliseum Court (both directions)

25 mph - in its entirety

Colt Court (both directions)

25 mph - in its entirety

Comiskey Court (both directions)

25 mph - in its entirety

Coyote Trail (both directions)

40 mph - in its entirety

Cranston Place (both directions)

25 mph - in its entirety

Crestgate Avenue (both directions)

25 mph - from the centerline of Midland Drive to the centerline of Gateway Street

Crosley Drive (both directions)

25 mph - in its entirety

Cuthbert Avenue (both directions)

30 mph - from the western terminus of Cuthbert Avenue to the centerline of Midkiff Road

35 mph - from the centerline of Midkiff Road the centerline of Ward Street

25 mph - from the centerline of Ward Street to the centerline of Garfield Street

25 mph - from the centerline of Garfield Street to a point 220 feet east of F Street

30 mph - from a point 220 feet east of F Street to the eastern terminus of Cuthbert Avenue

Deauville Boulevard (both directions)

40 mph - from the centerline of Avalon Drive to the centerline of Loop 250

Deeanna Lane (both directions)

25 mph - in its entirety

Devlin Place (both directions)

25 mph - in its entirety

DiMaggio Court (both directions)

25 mph - in its entirety

DiMaggio Drive (both directions)

25 mph - in its entirety

Drexel Court (both directions)

25 mph - in its entirety

Driftwood Drive (both directions)

25 mph - in its entirety

Fairgrounds Road (both directions)

45 mph - from the northern terminus of Fairgrounds Road to the centerline of Loop 250

50 mph - from the centerline of Loop 250 to the southern City limits

Florida Avenue (both directions)

35 mph - from the centerline of Garfield Street to the centerline of Big Spring Street

Fringewood Drive (both directions)

25 mph - in its entirety

Garfield Street (both directions)

40 mph - from the northern terminus of Garfield Street to the centerline of Bluebird Lane

45 mph - from the centerline of Bluebird Lane to the centerline of Loop 250

40 mph - from the centerline of Loop 250 to the centerline of Wadley Avenue

35 mph - from the centerline of Wadley Avenue to the centerline of Michigan Avenue

Gehrig Avenue (both directions)

25 mph - in its entirety

Gladewood Drive (both directions)

25 mph - in its entirety

Glen Mist Drive (both directions)

25 mph - in its entirety

Golden Gate Drive (both directions)

40 mph - from the northern terminus of Golden Gate Drive to the centerline of Briarwood Avenue

Golf Course Road (both directions)

35 mph - from the centerline of Andrew Highway/Alpine Street to the centerline of Scharbauer Drive

30 mph - from the centerline of Scharbauer Drive to the centerline of A Street

30 mph - from the centerline of Big Spring Street to the centerline of Fairgrounds Road

35 mph - from the centerline of Fairgrounds Road to the eastern terminus of Golf Course Road

Grassland Boulevard (both directions)

25 mph - in its entirety

Green Tree Boulevard (both directions)

35 mph - from the western terminus of Green Tree Boulevard to the centerline of Holiday Hill Road

25 mph - from the centerline of Holiday Hill Road to the centerline of Midland Drive

Greenridge (both directions)

25 mph - in its entirety

Griffith Court (both directions)

25 mph - in its entirety

Griffith Drive (both directions)

25 mph - from the centerline of Deauville Boulevard to the centerline of Candlestick Drive

Hall of Fame Boulevard (both directions)

25 mph - from the centerline of Avalon Drive to the centerline of Riverfront Drive

Hathaway Court (both directions)

25 mph - in its entirety

Haywood Drive (both directions)

25 mph - in its entirety

Heartland Avenue (both directions)

25 mph - in its entirety

Heartland Court (both directions)

25 mph - in its entirety

Hereford Boulevard (both directions)

25 mph - in its entirety

Highland Boulevard (both directions)

25 mph - in its entirety

Highland Court (both directions)

25 mph - in its entirety

Hillcrest Court (both directions)

25 mph - in its entirety

Hillcrest Place (both directions)

25 mph - in its entirety

Holiday Hill Road (both directions)

40 mph - from the northern City limits to the centerline of Loop 250

Homeland Court (both directions)

25 mph - in its entirety

Homeland Drive (both directions)

25 mph - in its entirety

Homestead Boulevard (both directions)

25 mph - in its entirety

Homestead Court (both directions)

25 mph - in its entirety

Humble Avenue (both directions)

25 mph - from the centerline of Scharbauer Drive to the centerline of Big Spring Street

Illinois Avenue (both directions)

35 mph - from the centerline of Thomason Drive to the centerline of Andrews Highway

25 mph - from the centerline of Andrews Highway to the centerline of N Street

35 mph - from the centerline of N Street to the centerline of A Street

30 mph - from the centerline of A Street to the centerline of Front Street

Ironwood Drive (both directions)

25 mph - in its entirety

Island Circle (both directions)

25 mph - in its entirety

Island Drive (both directions)

25 mph - in its entirety

Jadewood Drive (both directions)

25 mph - in its entirety

King Kelly Court (both directions)

25 mph - in its entirety

Kirkwood Drive (both directions)

25 mph - in its entirety

Koufax Court (both directions)

25 mph - in its entirety

La Force Boulevard (both directions)

35 mph - from the centerline of Business Interstate 20 to the centerline of Banks Drive

30 mph - from the centerline of Banks Drive to a point 590 feet east of Banks Drive

20 mph - from a point 590 feet east of Banks Drive to a point 1,155 feet east of Banks Drive

15 mph - from a point 1,155 feet east of Banks Drive to a point 2,560 feet east of Banks Drive

30 mph - from a point 2,560 feet east of Banks Drive to the centerline of La Force Boulevard

Lamesa Road (northbound)

45 mph - from the southern City limits to a point 195 feet north of the centerline of Taylor Avenue

40 mph - from a point 195 feet north of the centerline of Taylor Avenue to a point 245 feet north of the centerline of Wall Street

35 mph - from a point 245 feet north of the centerline of Wall Street to a point 170 feet north of Wadley Avenue

45 mph - from a point 170 feet north of Wadley Avenue to the centerline of the north service road of Loop 250

Lamesa Road (southbound)

45 mph - from the centerline of the north service road of Loop 250 to a point 130 feet south of the centerline of Wadley Avenue

35 mph - from a point 130 feet south of the centerline of Wadley Avenue to a point 140 feet north of the centerline of Missouri Avenue

40 mph - from a point 140 feet north of the centerline of Missouri Avenue to a point 180 feet south of the centerline of Taylor Avenue

45 mph - from a point 180 feet south of the centerline of Taylor Avenue to the southern City limits

Legends Boulevard (both directions)

25 mph - in its entirety

Mac Drive (both directions)

25 mph - in its entirety

Mantle Court (both directions)

25 mph - in its entirety

Mays Drive (both directions)

25 mph - in its entirety

Mel Ott Lane (both directions)

25 mph - in its entirety

Memorial Court (both directions)

25 mph - in its entirety

Midkiff Road (both directions)

40 mph - from the northern terminus of Midkiff Road to the centerline of Mockingbird Drive

45 mph - from the centerline of Mockingbird Lane to the centerline of Loop 250

40 mph - from the centerline of Loop 250 to the centerline of Wall Street

35 mph - from the centerline of Wall Street to the centerline of Industrial Avenue

40 mph - from the centerline of Industrial Avenue to the centerline of Stokes Avenue

45 mph - from the centerline of Stokes Avenue to the southern City limits

Midland Drive (both directions)

35 mph - from the northern terminus of Midland Drive to the centerline of Green Tree Boulevard

45 mph - from the centerline of Green Tree Boulevard to the centerline of Loop 250

35 mph - from the centerline of Andrews Highway to the centerline of Wall Street

Mile High Lane (both directions)

25 mph - in its entirety

Mockingbird Lane (both directions)

30 mph - from the western terminus of Mockingbird Lane to the centerline of Midland Drive

45 mph - from the centerline of Midland Drive to the centerline of Midkiff Road

40 mph - from the centerline of Midkiff Road to the centerline of Big Spring Street

45 mph - from the centerline of Big Spring Street to the eastern terminus of Mockingbird Lane

Mosswood Drive (both directions)

25 mph - in its entirety

Musial Way (both directions)

25 mph - in its entirety

Neely Avenue (both directions)

30 mph - in its entirety

Nolan Ryan Drive (both directions)

25 mph - in its entirety

Olympic Court (both directions)

25 mph - in its entirety

O'Rourke Street (both directions)

25 mph - in its entirety

Pagewood Drive (both directions)

25 mph - in its entirety

Polo Parkway (both directions)

25 mph - from the centerline of Loop 250 to the northern terminus of Polo Parkway

Prairie Ridge Drive (both directions)

25 mph - in its entirety

Rangers Court (both directions)

25 mph - in its entirety

Ridgemont Court (both directions)

25 mph - in its entirety

Ridgemont Place (both directions)

25 mph - in its entirety

Riverfront Drive (both directions)

25 mph - in its entirety

Roadrunner Trail (both directions)

40 mph - in its entirety

Rustic Trail (both directions)

25 mph - in its entirety

Scharbauer Drive (both directions)

35 mph - from the centerline Golf Course Road to the eastern terminus of Scharbauer Drive

Sequoia Drive (both directions)

25 mph - in its entirety

Shea Lane (both directions)

25 mph - in its entirety

Sloan Field Boulevard (both directions)

35 mph - from the centerline of Wright Drive to the centerline of Windecker Street

30 mph - from to centerline of Windecker Street to the eastern terminus of Sloan Field Boulevard into La Force Boulevard

Solomon Lane (both directions)

30 mph - in its entirety

Spahn Street (both directions)

25 mph - in its entirety

State Highway 349 (both directions)

65 mph - from the northern City limits to the southern boundary of Martin County

Sterling Court (both directions)

25 mph - in its entirety

Sterling Place (both directions)

25 mph - in its entirety

Stonecrest (both directions)

25 mph - in its entirety

Sundance Court (both directions)

25 mph - in its entirety

Sundance Place (both directions)

25 mph - in its entirety

Teakwood Trace (both directions)

25 mph - in its entirety

Thomason Drive (both directions)

35 mph - from the western terminus of Thomason Drive to the centerline of Holly

Drive/Anetta Drive

30 mph - from the centerline of Holly Drive/Anetta Drive to the centerline of Wall Street

Three Rivers Lane (both directions)

25 mph - in its entirety

Todd Drive (both directions)

40 mph - from the northern terminus of Todd Drive to the centerline of Golf Course Road (within the City limits)

30 mph - from the centerline of Golf Course Road to the centerline of Business Interstate 20

Tradewinds Boulevard (both directions)

35 mph - from the centerline of the south service road of State Highway 191 to the centerline of Thomason Drive

40 mph - from the centerline of Thomason Drive to the centerline of the north service road of Business Interstate 20

Tumbleweed Trail (both directions)

40 mph - in its entirety

Veterans Airpark Lane (both directions)

40 mph - in its entirety

Wadley Avenue (both directions)

40 mph - from the western terminus of Wadley Avenue to the centerline of Big Spring Street

35 mph - from the centerline of Big Spring Street to the centerline of Lamesa Road

45 mph - from the centerline of Lamesa Road to the eastern terminus of Wadley Avenue

Wagner Drive (both directions)

25 mph - in its entirety

Wagner Street (both directions)

25 mph - in its entirety

Wall Street (both directions)

35 mph - from the centerline of Andrews Highway to the centerline of B Street

30 mph - from the centerline of B Street to the centerline of Front Street

Winddrift (both directions)

25 mph - in its entirety

Wright Drive (both directions)

35 mph - in its entirety

SECTION TWO. That the above speed zoning is based upon findings and determinations of the City Council made as a result of certain traffic surveys and studies made by the City Traffic Engineer.

SECTION THREE. That the Traffic Engineer of the City of Midland is hereby authorized and directed to install appropriate speed zone signs commensurate with the provisions of this ordinance.

SECTION FOUR. That any person violating the prima facie speed limits established by this ordinance shall, upon conviction, be punished by a fine of not less than one Dollar (\$1.00) nor more than Two Hundred Dollars (\$200.00), as fully prescribed by Section 542.401 of the Texas Transportation Code.

SECTION FIVE. That Ordinance No. 10434 is hereby expressly repealed; and the provisions of this ordinance are to be cumulative of all other ordinances or parts of ordinances governing or regulating the same subject matter as that covered herein; provided, however, that all prior ordinances or parts of ordinances inconsistent with or in conflict with any of the provisions of this ordinance are hereby expressly repealed to the extent of any such inconsistency or conflict.

Not repealed, amended, or in any way affected by this ordinance are those ordinances establishing speed limits in school zones or school crossings and those ordinances establishing temporary regulatory construction speed limits.

SECTION SIX. That repeal of the ordinances, or parts of ordinances, effectuated by

the enactment of this ordinance shall not be construed as abating any actions pending under or by virtue of such ordinances; or as discontinuing, abating, modifying or altering any penalty accruing or to accrue; or as affecting the liability of any person, firm or corporation; or as waiving any right of the municipality under any section or provision existing at the time of the passage of this ordinance.

SECTION SEVEN. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional or invalid, such holding shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Midland hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

SECTION EIGHT. The City Secretary is hereby authorized and directed to publish the descriptive caption of this ordinance in the manner and for the length of time prescribed by the law as an alternative method of publication.

The above and foregoing ordinance was duly proposed, read in full and adopted on first reading, the _____ day of _____, A.D., 2024; 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., 2024, at a regular meeting of the City Council:

Council members voting "AYE":

Council members voting "NAY":

PASSED AND APPROVED THIS _____ day of _____, A.D., 2024.

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

APPROVED AS TO CONTENT
AND COMPLETENESS:

Jose Ortiz, Engineering Services Director

APPROVED ONLY AS TO FORM:

John Ohnemiller, City Attorney



DATE: February 1, 2024

To: The Honorable Mayor and City Council Members

FROM: John Ohnemiller, City Attorney

SUBJECT: Resolution authorizing the execution of all documents necessary to settle litigation styled *City of Midland, Texas v. Timber Floyd, et al.* (142nd Judicial District Court, Midland County, Texas; Cause No. CV56771).

The proposed resolution authorizes the City Manager or the City Manager's designee and the City Attorney to execute all documents necessary to settle the above-referenced lawsuit. This matter has been placed on your executive session for discussion, if needed.

If you have any questions regarding this matter, please do not hesitate to contact me.

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE EXECUTION OF
ALL DOCUMENTS NECESSARY TO SETTLE
LITIGATION STYLED CITY OF MIDLAND, TEXAS V.
TIMBER FLOYD, ET AL. (142ND JUDICIAL DISTRICT
COURT, MIDLAND COUNTY, TEXAS; CAUSE
NUMBER CV56771)**

WHEREAS, the City Council of the City of Midland, Texas finds it to be in the public interest to settle the litigation styled City of Midland, Texas v. Timber Floyd, et al. (142nd Judicial District Court, Midland County, Texas; Cause No. CV56771);

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

SECTION ONE. That the City Manager, the Deputy City Manager, or an Assistant City Manager, and the City Attorney are hereby authorized and directed to execute all documents necessary to settle the litigation styled City of Midland, Texas v. Timber Floyd, et al. (142nd Judicial District Court, Midland County, Texas; Cause No. CV56771). Such authorization shall include, without limitation, the authority to execute, on behalf of the City of Midland, any and all agreements, legal instruments, and documents necessary and appropriate to effectuate the parties' exchange of land and other obligations pursuant to the terms of the settlement.

SECTION TWO. That the City Comptroller is hereby authorized and directed to pay all costs associated with effectuating said settlement from the General Liability Fund, the Water & Sewer Fund, and/or any other such fund or budget account deemed appropriate by the City Comptroller, City Manager, and/or City Attorney.

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., 2024, by the following vote:

Council members voting "AYE":

Council members voting "NAY":

Lori Merritt Blong, Mayor

ATTEST:

Marcia Bentley-German, City Secretary

RECOMMENDED AND APPROVED:

Tommy Gonzalez, City Manager

APPROVED AS TO FORM:

John Ohnemiller, City Attorney